

# General Purchasing Conditions for Deliveries and Services by Contractors

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## (1) Purpose and validity

All our orders and orders for deliveries and services by suppliers are based exclusively on the following General Terms and Conditions of Purchase for deliveries and services by contractors. All individual regulations take precedence, in particular those of the order and the negotiation protocol, as well as regulations of our customer if and to the extent that they were taken as a basis, as well as the list of services including preliminary remarks.

## (2) Definitions:

CUSTOMER

CONTRACTOR = CONTRACTOR and all its vicarious agents

CLIENT = CUSTOMER's customer and Client's customer

Employee = Representatives, legal representatives, vicarious agents of CUSTOMER or CONTRACTOR

## (3) Value-added tax

Amounts designated below, in particular amounts quoted in offers, orders and settlement sums, contractual penalties and securities determined by mutual agreement or legally binding refer to the respective net purchase value. If the Contractor is a tax debtor pursuant to §§ 13 b UStG, 48 b EStG, the respective amount shall be exclusive of statutory value added tax.

## (4) Data protection

The Customer is an ISO/IEC 27001 certified company with a high security standard and therefore the Customer and the Contractor have to observe and comply with the implementation of the legal regulation according to the Data Protection Basic Regulation (DSGVO) and the Federal Data Protection Act (BDSG). The Contractor is obliged to comply with the provisions of the DSGVO and the BDSG as amended. He may only use those persons for the provision of the services who he has trained accordingly and committed to data secrecy.

## (5) Supplier's employees, subcontractors

If the Contractor provides the service at the Client's premises, the Contractor shall comply with the security regulations applicable there, in particular the Information Security Guideline, which the Client shall make available to the Contractor upon request. The Contractor shall also comply with these guidelines when providing the service by remote access.

The Contractor may only use subcontractors for the performance of its contractually owed performance after prior written consent of the Client. The Client may not unreasonably withhold his consent. In the event of consent, the Contractor shall be obliged to contractually impose on the subcontractor the same rights and obligations as he has vis-à-vis the Client.

The Contractor shall train the employees and subcontractors employed for the provision of the services in accordance with the safety regulations provided and shall ensure that they are aware of the necessity to comply with the safety regulations. He will ensure that neither his employees nor subcontractors who go beyond the normal approval process gain access and commit them to unconditional compliance.

If the provision of services ends for any reason whatsoever, the Contractor shall ensure that all access options received to the systems, buildings and premises are returned or deleted.

## (6) Confidentiality

The Contractor is obliged to treat the Client's trade secrets confidentially for an unlimited period of time and not to pass them on to any third party. Company secrets include all information obtained within the framework of the execution of the contract. In this context, only employees may be granted access to trade secrets insofar as this is necessary for the execution of the contract. Employees who are entitled to do so are obliged to maintain secrecy in accordance with these conditions.

The foregoing obligations shall not apply to trade secrets which

- (i) were already known to the other party at the time of transmission,
- (ii) have become known through no fault of the other party after transmission,
- (iii) have been developed independently by the other party without the use of trade secrets,
- (iv) which the other party is required by law, regulatory order or court order to publish, provided that the other party has been given sufficient time to defend itself against such measures.

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After complete performance and acceptance of the services, the Contractor shall, without being requested to do so, completely destroy all trade secrets obtained, insofar as they exist on data carriers or other physical documents, and confirm their destruction in writing.

Insofar as the Customer or a third party commissioned by the Customer must access the Customer's storage media within the framework of the performance of the contract, the Customer shall ensure that access to personal data is prevented or kept as low as possible. The Customer shall oblige his vicarious agents appointed with the execution of the contract to comply with the provisions of data protection law. Should the access exceed the extent described above as a secondary consequence of the execution of the contract, the Client shall conclude an order data processing agreement with the Contractor.

## (7) Information Security

The Contractor is aware of the particular need for comprehensive protection of information and data. He shall protect the data and information of the Customer and its customers against any unauthorised access, modification, destruction or loss, unauthorised transmission, processing and other misuse in accordance with the state of the art. The security is carried out by means of precautions and measures which correspond to the state of the art and the safety guidelines of the Customer ("information security measures").

## (8) Duty to provide information, audits

The Contractor is obliged to inform the Client immediately of any incident in connection with information security measures as well as of any suspicion of a feared incident and/or infringement. After consultation with the Client, the Contractor shall take measures to prevent adverse consequences for those affected as well as further incidents and infringements in the future. The same applies to incidents and infringements occurring during performance. Upon request, the Contractor shall be obliged to provide information on compliance with the information security measures.

The Client shall be entitled to have the measures for compliance with the confidentiality, data protection and information security provisions of these Terms and Conditions of Purchase checked by the **Information Security Officer** or by a third party during normal business hours on the premises of the Contractor. For this purpose, the Contractor shall grant the Client inspection, access and information on all necessary documents, financial reports, systems and other materials which are relevant for the Contractor's business operations.

## (9) Quality assurance

The Contractor undertakes to guarantee the performance in compliance with suitable quality assurance systems, e.g. DIN EN ISO 9001 ff, 14001 ff, or equivalent. The client is entitled to demand proof of this quality assurance and to convince himself of the type of implementation by means of on-site inspections and controls.

## (10) Compliance/Export control

The Contractor undertakes not to commit any acts or refrain from acts that may lead to criminal liability for fraud and breach of trust, criminal offences against competition or comparable offences by persons employed by the Contractor or third parties commissioned by the Contractor. Likewise, the contractor undertakes to comply with its obligations under the Supply Chain Due Diligence Act (LkSG) and also to obligate its subcontractors and suppliers accordingly. If the Client suspects that the Contractor is not fulfilling its obligations under the LkSG, the Client shall be entitled to carry out a corresponding compliance audit. The Contractor will cooperate in every respect.

In the event that a Contractor behaves unlawfully, the Client shall be entitled to an extraordinary right of rescission or termination of all existing contracts with the Contractor.

Upon request, the Contractor shall be obliged to submit supplier's declarations which comply with the requirements of Regulation (EC) 1207/2001. He shall make these available in good time, at the latest upon acceptance of the order. If long-term supplier's declarations are used, the Contractor shall inform the Client of any changes in the originating status with the acceptance of the order without being requested to do so. The actual country of origin must always be stated in the delivery documents, even if there is no preferential entitlement.

Upon request, the Contractor shall be obliged to inform the Client in writing of all further foreign trade data relating to the goods and their components and to inform the Client immediately in writing of any changes to such data.

## 1 Contractual bases

1.1 The contractual bases are the contractual bases specified in No. 1 of the negotiation protocol (hereinafter referred to as VP) and otherwise the

law of the Federal Republic of Germany.

1.2 If the requirements for documentation, for any necessary proofs and for the prerequisites for acceptance differ in the contract bases, they must

be fulfilled as a whole. This can also be done by implementing the most far-reaching requirements if and to the extent that these cover the less far-reaching requirements.

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1.3 Any conditions of the Contractor deviating from or supplementing these General Terms and Conditions of Purchase shall not be binding on the Client, even if the Client does not object or the Contractor declares that it only wishes to deliver on its own terms.

## 2 Basis of offers and orders

2.1 Orders and acceptances as well as their amendments and supplements must be made in writing. Verbal ancillary agreements at the time of conclusion of the contract are only effective if they have been confirmed in writing by the Principal.

2.2 If the Contractor does not accept the order within 14 days, the Client shall be entitled to revoke the order prior to receipt of the Contractor's declaration of acceptance.

2.3 The complete transfer or subcontracting of the ordered deliveries and services by the Contractor to third parties requires the written consent of the Client. In addition to the third party, the Contractor shall be jointly and severally liable.

2.4 Costs for insurance of the goods, in particular for forwarding insurance, are part of the Contractor's unit prices and are therefore not assumed separately by the Client. The AG is a prohibition or waiver customer.

## 3 Responsibilities, powers of attorney

The project manager shall only have power of attorney vis-à-vis the Contractor if his power of representation is affirmed in the minutes of the negotiations.

However, the Project Manager shall under no circumstances be entitled to change or delete any wording or clauses of these special conditions or of the minutes of the negotiations after they have been concluded. Such changes or deletions require the express consent of the customer's business or purchasing management.

## 4 General duties of the Contractor

### 4.1 Notice and due diligence obligations

(1) If the Client has informed the Contractor of the intended purpose of the Supplies, or if this intended purpose is recognisable to the Contractor even without express notification, the Contractor shall be obliged to inform the Client immediately if the Supplies of the Contractor are not suitable for fulfilling this intended purpose.

(2) Circumstances which endanger the observance of agreed delivery dates shall be reported to the Customer immediately in writing in order to clarify the further course of action.

(3) The Contractor shall immediately notify the Client in writing of any changes in the type of composition of the processed material or the constructive design compared to similar deliveries or services previously provided to the Client. The changes require the written consent of the Customer.

(4) The Contractor shall ensure that the deliveries and services comply with environmental protection, accident prevention and other occupational health and safety regulations, safety regulations and all legal requirements applicable in the Federal Republic of Germany, and shall draw the Client's attention to special, not generally known treatment and disposal requirements for each delivery. This includes in particular the Regulation of the European Parliament and of the Council on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC and amending Regulation (EC) No 1907/2006 (REACH) and all related EU and Federal acts.

(5) Subsequently detected safety-relevant defects due to product observations shall be reported to the Principal unsolicited even after expiry of the warranty period.

### 4.2 Technical documentation

(1) All technical documents requested by the Principal shall comply with the relevant German standards in form and execution and shall be delivered in German. These documents constitute an integral part of the delivery.

(2) The machinery or manufacturing equipment ordered must be accompanied by instructions in triplicate, subdivided as follows

- Information on the product
- Requirements for the installation site
- Instructions for transport, installation and dismantling
- Information on operation (use)
- Instructions and notes for maintenance.

(3) If not already part of the instruction handbook according to 4.2 para. 2, the following documents must be supplied as an appendix to the instruction handbook:

- Filled-in AWF machine card
- Information about accessories

- Wear parts and spare parts lists
- test report
- assembly drawing, if applicable
- Tool list, if applicable
- Programming instructions if necessary

(4) Technical documents required by the Principal for the preparation of installation and operation prior to delivery of the machine or production equipment shall be delivered on the dates and in the quantities specified in the order.

(5) Upon the Client's request, the Contractor shall provide the Client with written confirmation that the delivery item complies with the provisions of the accident prevention regulation "Electrical Installations and Equipment" (DGUV V3).

(6) If official approval is required for the use of the ordered machine or production equipment, the Contractor shall provide the Client with the necessary documents in triplicate. The Contractor is obliged to support the Client to the best of his ability in obtaining official approval.

## 5 Special duties of the Contractor

### 5.1 Compliance with the principles of the United Nations Global Compact

(1) By joining the Global Compact of the United Nations, the Customer and its employees commit themselves to comply with the Global Compact.

(2) The Contractor undertakes to observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment, responsibility for the environment and the prevention of corruption. Further information on the UN Global Compact Initiative can be found at [www.unglobalcompact.org](http://www.unglobalcompact.org).

(3) The Contractor undertakes to inform the Client immediately of all infringements of the principles listed in paragraphs 1 and 2 occurring in his business area.

(4) If the Contractor becomes aware of violations of the conditions mentioned under paragraphs 1 to 3, the Client reserves the right to review and, if necessary, terminate the joint business relationship.

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## 5.2 Integrity clause

- (1) The Client expressly refers to the "VINCI Code of Ethics and Code of Conduct", the "VINCI Code of Conduct against Corruption" and the "VINCI Guide to Human Rights", which can be downloaded from the following website: "<http://www.vincienergies.de/de/nachhaltigkeit/gesellschaftliche-verantwortung/unsere-verantwortung/>". The Client also refers to the Supply Chain Due Diligence Act, the regulations of which must be strictly observed.
- (2) The Contractor assures that he, as well as his subcontractors and suppliers, have set up a compliance organization in their respective companies and have implemented a code of conduct that applies comparable standards to the ethical conduct of the respective organs and employees, and ensures compliance with it. If this is not the case with him, a subcontractor or a supplier of his, the Contractor hereby undertakes to impose on its organs and employees and the respective subcontractors and suppliers to their organs and employees compliance with the "VINCI Code of Ethics and Code of Conduct", and the "VINCI Code of Conduct against Corruption" of the "VINCI Guide to the Protection of Human Rights" and the Supply Chain Due Diligence Act and that it will comply with their Ensuring compliance.

## 5.3 Violation of Sections 5.1 and 5.2

- (1) The Contractor undertakes to inform the Client immediately of all infringements of the obligations to impose and comply with the obligations set out in Sections 5.1 and 5.2 that arise.
- (2) The Client reserves the right to review any violations of the duties of imposition and compliance on the part of the Contractor mentioned under Sections 5.1 and 5.2 that become known to the Contractor. If an infringement is established, the Principal shall be entitled to terminate all contracts with the Contractor in accordance with § 648a BGB (German Civil Code) extraordinarily or to withdraw from them.

## 5.4 Dispatch

Delivery items are to be properly packed and shipped. Packaging and shipping instructions must be observed. Delivery notes or packing slips must be enclosed with each delivery. In all documents the order numbers and the markings of the Principal required in the order shall be indicated. At the latest on the day of dispatch, a dispatch advice shall be sent to the Principal. Additional costs incurred by the Client due to non-

compliance with the above regulations shall be borne by the Contractor.

## 5.5 Disposal

Packaging materials shall only be used to the required extent and from materials that are as environmentally friendly as possible; the Contractor shall be obliged to take back the packaging within the framework of the provisions of waste law, unless otherwise agreed.

## 5.6 Spare parts and readiness for delivery

- (1) The Contractor is obliged to supply spare parts for the period of normal technical use, but at least 10 years after the last delivery of the delivery item at reasonable conditions.
- (2) If the Contractor discontinues delivery of the spare parts after expiry of the period specified in § 5.4 para. 1 or if the delivery of the delivery item ceases during this period, the Client shall be given the opportunity to place a final order.

## 5.7 Provision

- (1) Objects of all kinds handed over to the Contractor by the Client shall remain the property of the Client. They may only be used to provide the ordered deliveries.
- (2) The Contractor is obliged to carry out any necessary maintenance and inspection work at his own expense and to adequately insure the objects provided and to provide the Client with proof of this upon request.
- (3) Insofar as objects provided by the Client are processed or transformed by the Contractor into a new movable object, the Client shall be deemed to be the manufacturer. In the event of a combination or inseparable mixing with other objects, the Customer acquires co-ownership of the new object in proportion to the value that the objects had at the time of the combination or mixing. If the combination or mixing takes place in such a way that the Contractor's objects are to be regarded as the main object, it shall be deemed agreed that the Contractor shall transfer proportionate co-ownership to the Client; the Contractor shall keep the co-ownership for the Client.

## 6 Changes and additions to the scope of delivery and / or services

- 6.1 If the Client is commissioned by his CUSTOMER with subsequent orders

within the scope of his order, the Contractor shall be obliged to execute the order. Settlement is performed according to the unit prices of the main order.

- 6.2 In all other respects, the Contractor may not refuse to execute a change which is necessary to achieve the agreed success and may only refuse to execute a change of the agreed success if it is unreasonable for him in the individual case. If the Contractor asserts internal reasons for unreasonableness, he shall bear the burden of proof.
- 6.3 If the preparation of an offer by the Contractor requires planning services, the Contractor shall also owe these, insofar as this is reasonable for the Contractor, e.g. because the Contractor's business is equipped for them.
- 6.4 Within the scope of the CUSTOMER project, the CLIENT may also procure material from the Contractor without assembly services under the conditions of the order, insofar as the material to be procured or the type of material is included in the scope of delivery of the main order.
- 6.5 § 650 b BGB shall apply in all other cases in which the Principal wishes changed services or a changed success of the work, with the proviso that the Principal is directly entitled to order the changed service, unless the parties agree on a different deadline in the minutes of the negotiations.

## 7 Dates & Events

- 7.1 The agreed delivery date is binding. Advance deliveries are only permissible with the consent of the Customer.
- 7.2 For the timeliness of deliveries or installation, the date of receipt at the shipping address specified by the Principal shall be decisive.

## 8 Contractual penalty

- 8.1 If the Contractor is in default, the Client shall be entitled to demand a contractual penalty of 0.1% of the order value per commenced calendar day, but not more than 5% of the order value.
- 8.2 The Principal may demand the contractual penalty until payment or other fulfilment of the final invoice at the latest.

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## 9 Acceptance/Commissioning

- 9.1 If agreed, a joint preliminary inspection shall take place at the manufacturer's works. The scope of the pre-acceptance inspection shall be determined by the Principal. After confirmation of the preliminary acceptance by the Customer the delivery release takes place.
- 9.2 Acceptance is carried out by the customer's personnel at the installation site. The machine or production equipment, including the associated technical documentation, is checked for defects. The scope of the acceptance test shall be determined by the Principal. The machine or production equipment shall not be deemed to have been accepted until the Principal has signed the acceptance report without restrictions.

## 10 Remuneration, Prices

The prices are free place of performance (DDP Incoterms 2020) including all loading processes (loading and unloading).

## 11 Changes in remuneration

- 11.1 The Contractor shall be obliged to disclose its calculation at the Client's request if it demands remuneration for services rendered as a result of a change in the agreed success or in order to achieve the agreed success.
- 11.2 The Contractor shall be obliged to disclose the calculation of certain unit prices if the Client requests this in order to prepare supplements to the CUSTOMER. The Contractor shall submit these within a period of 12 working days of being requested to do so.
- 11.3 § 650 BGB shall apply in all other cases in which the Principal wishes modified services or a modified success of the work, with the proviso that prices already agreed shall also apply to such services, unless the parties agree on a different price.

## 12 Bills

The invoice must show the order number and the markings required in the order.

## 13 Payments

- 13.1 Payments shall be made after receipt of the goods and invoice within 15 calendar days less 3% discount, within 15 to 29 calendar days less 2% discount or optionally after 30 calendar days net.

13.2 § 13.1 shall apply mutatis mutandis to other acts of performance by the Customer as well as the justified assertion of rights to refuse performance and rights of retention.

13.3 If the Customer allows the discount period for an advance payment or the advance payment to expire, this shall not affect the right to deduct a discount for the remaining payments or performance.

13.4 All prices do not include sales tax. Value added tax shall be invoiced separately at the applicable rate in accordance with the applicable tax regulations.

13.5 Cheques or bills of exchange shall be accepted in lieu of performance.

## 14 Securities

### 14.1 Contract performance security

(1) As security for the performance of the contract, the Contractor shall, at the Client's request, provide security amounting to 10 % of the order value ("Contract Performance Security"), unless the parties have agreed on a different amount of security in the negotiation protocol. The contractual performance security secures the claims of the Customer for the contractual performance of the service, warranty claims and the payment claims of the Customer which are not connected with defects (in particular due to contractual penalty, damages, reimbursement of additional costs and repayment of overpaid wages).

(2) Insofar as claims for defects are also secured by the contractual performance security, the security shall only cover claims for defects ascertained before or during acceptance. The contractual performance security does not secure any claims due to defects which are discovered for the first time after the beginning of the warranty period.

(3) The contract performance security also serves to secure recourse claims of the Principal against the Contractor based on claims asserted against the Principal by the Contractor in the event of violations of Section 14 AEntG by the Contractor (payment of the minimum wage to the employees and payment of contributions to a joint institution of the parties to the collective agreement), Section 28e (3a) to (3f) SGB IV (payment of social security contributions) and Section 150 (3) SGB VII (payment of contributions for the building trade association).

(4) To simplify processing, the Customer may retain 10% of the respective payment amount for each advance payment until the security amount has

been reached (cash retention).

(5) The Contractor may, insofar as the cash retention has not already been used in a justified manner, demand its payment step by step against the provision of a contractual performance guarantee by a credit institution or credit insurer permissible in accordance with § 17 (2) VOB/B for more than 10% of the order amount, which corresponds to the model attached to the minutes of the negotiations as an annex, referred to as a "contractual performance guarantee".

(6) In the event of a change in the order value due to an increase in quantities, changes, assignment of requirement items, etc., the amount of the security for performance of the contract shall change accordingly. If the Contractor has submitted a performance bond, the amount of the bond shall be adjusted to the changed amount of the order at the request of one of the parties in the event of a change in the amount of the order. If the contract amount has increased, the Customer may make a cash retention in the amount of the currently unsecured difference until the amount of the guarantee is adjusted; this cash retention may be replaced by an adjustment of the amount of the guarantee under the conditions set out in paragraph 5.

(7) The performance guarantee may not contain a deposit clause. It also serves to secure any claims of the Customer for reimbursement of overpayments and damages. The same shall apply if the guarantee security pursuant to paragraph 2 above is replaced by a bank guarantee. The claim to fulfilment of the security (also in the form of a guarantee) does not expire before the expiry of the limitation period for the secured claim.

(8) The Contractor may reclaim the contractual performance guarantee after acceptance and expiry of the inspection period for the final invoice, as well as concurrently against the provision of security in accordance with § 14.2. If, however, claims secured by the security have not yet been met, the Principal may retain a corresponding part of this security for these claims. If a contractual performance guarantee has not been handed over, the cash retention made after acceptance and expiry of the inspection period for the final invoice shall be reduced to the amount of the warranty retention plus any claims already asserted by the Principal but not yet fulfilled.

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- (9) The provision of security by depositing money is excluded. Otherwise § 17 VOB/B applies.

## 14.2 Security for claims for defects by the Customer

- (1) In order to secure the Client's warranty claims due to defects discovered after acceptance (including damages), the Contractor shall, at the Client's request, provide security amounting to 5% of the invoiced sum ("warranty security") for the "full duration of the warranty", unless the parties have agreed on a different amount of security in the negotiation protocol.
- (2) The warranty security also serves to secure recourse claims of the Principal against the Contractor based on claims asserted against the Principal by the Contractor in the event of violations of Section 14 AEntG by the Contractor (payment of the minimum wage to the employees and payment of contributions to a joint body of the parties to the collective agreement), Section 28e (3a) to (3f) SGB IV (payment of social security contributions) and Section 150 (3) SGB VII (payment of contributions for the building trade association).
- (3) In order to simplify processing, the Principal may retain 5 % of the invoiced amount as security for the final payment (cash retention).
- (4) Insofar as the cash retention is not used in a justified manner in accordance with Section 3, the Contractor may demand payment of this cash retention step by step against the provision of a guarantee for defect claims by a credit institution or credit insurer permissible in accordance with § 17 Section 2 VOB/B in the amount corresponding to the request for payment, which corresponds to the sample enclosed with the minutes of the negotiations as an attachment, referred to as a "warranty guarantee".
- (5) The Principal is obliged to return the security due to claims for defects under the conditions of § 17 Section 8 No. 2 VOB/B, but with the proviso that instead of the period of two years specified therein in sentence 1, the periods of limitation contractually agreed by the parties for claims for defects are decisive.
- (6) If the parties have agreed on a limitation period of 10 years in the negotiation protocol, without having made a separate agreement to reduce the security after the expiry of the standard limitation period of 5 years, the security shall be reduced to 1 %, unless a claim has previously been made. After 10 years, the security

shall be returned in full, unless previously claimed. If the security has been claimed and the claim asserted in each case has not yet been fulfilled, the Principal may retain a corresponding part of this security for these claims.

- (7) Otherwise § 17 VOB/B and § 14.1 Section 7 apply.

## 15 Claims for defects

- 15.1 §§ 377 ff HGB and Art. 38, 39 CISG are waived. Instead, the following shall apply: The Client shall not be obliged to inspect a delivery without delay, unless this is not unreasonable or inappropriate for the Client on the basis of the operating procedures notified or recognisable to the Contractor. In this case, a complaint is still in time if it is made immediately after recognition of the defects, unless the defects were obvious at the time of delivery even without inspection. If the parties do not agree otherwise in the negotiation protocol, a period of three weeks after delivery and, in the case of obvious defects, of two weeks shall be deemed sufficient.
- 15.2 The Contractor shall ensure that his deliveries and services remain free of defects during the statutory warranty period and have the contractually agreed characteristics. For contractually agreed characteristics as well as performance or quality characteristics, the contractor assumes the guarantee (§§ 443, 444, 639 BGB).
- 15.3 The limitation period for defects begins with the formal acceptance of the Contractor's services in the case of services subject to acceptance and with the counter-signature of the proof of delivery by the Client in the case of services not subject to acceptance or, if this does not take place and no special provisions have been made in this framework agreement, in accordance with the statutory provisions. The respective statutory limitation period is extended by 6 months. The limitation period shall be suspended by a justified notice of defects.
- 15.4 Defects shall be notified to the Contractor in writing within a reasonable period of time as soon as they are discovered in the ordinary course of business.
- 15.5 The Contractor shall carry out quality inspections and, on request, allow the Client to inspect the manufacturing process in his company. Corresponding documents shall be made available to the Principal upon request.

- 15.6 In the event of new production or subsequent improvement, the defective delivery shall be taken back by the Contractor at the place of its intended use (location) recognisable from the order placed with the Contractor, otherwise at the place of performance.

## 16 Liability/Insurance

- 16.1 The Principal shall only be liable to the Contractor in the event of intentional or grossly negligent action.

- 16.2 (1) The Contractor shall be obliged to take out sufficient business liability insurance at his own expense and to maintain such insurance for the duration of the contract, whereby these amounts shall be available at least twice per insurance year in the event of several claims:

Type of damage:	in EUR:
Personal injuries	2.000.000
Damage to property	2.000.000
Financial losses	1,000,000
Activity damages	500.000

- (2) The Contractor shall submit the copies of the insurance contracts to the Client at the latest upon delivery. The Contractor shall not be entitled to benefits from the Client prior to proof of insurance cover. The Principal may make payments dependent on proof of the existence and continued existence of the insurance cover.

- (3) The Contractor authorises the Client to contact the insurance company directly in the event of damage, to request information from the insurance company or to conduct negotiations. The Customer shall be irrevocably authorized to assert and accept indemnification payments from the insurance company in its own name, insofar as the indemnification payments are attributable to damages in the property of the Customer.

## 17 Duration and termination

### 17.1 Notice

- (1) The Customer may terminate the entire contract or parts thereof at any time.
- (2) If the Contractor is responsible for the reasons for termination, only the services provided up to that point in time in accordance with the contract, self-contained and proven, shall be remunerated, insofar as these are usable by the Client. Claims for damages of the Customer remain unaffected.

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The Contractor shall be responsible for the reasons for termination, in particular in the following cases:

- The Contractor shall not provide a service free of objections despite a warning and setting of a deadline.
  - The Contractor shall not comply with the contractually agreed deadlines and dates despite a warning and setting of a deadline.
- (3) If the Contractor is not responsible for the reasons for termination, the Client shall reimburse the services demonstrably rendered up to the termination date and the unavoidable costs. The Contractor shall not be entitled to any further claims for performance or damages on the occasion of the termination. The Contractor shall agree a corresponding regulation with its subcontractors.
- (4) The rights to the work results created up to the termination are transferred to the Customer.

## 17.2 Insolvency and insolvency petition against the Contractor

- (1) The Customer is entitled to terminate the contract in accordance with § 17.1 para. 2 in particular if the Contractor suspends payments or files a petition for the opening of insolvency proceedings or comparable proceedings or if insolvency proceedings or comparable proceedings are opened against his assets.
- (2) Subject to a condition precedent in the case of para. 1, the Contractor hereby assigns his present and future claims for performance and rectification existing at the time of the occurrence of the condition, which the Contractor has from a legal relationship with a third party.
- (3) The object of this legal relationship must be the fulfilment or subsequent improvement of a service which is also to be regarded as fulfilment or subsequent improvement in the legal relationship between the Client and the Contractor. Insofar as that legal relationship also concerns the performance or repair of services which are not to be regarded as performance or repair in the legal relationship between the Client and the Contractor, these claims shall be excluded from assignment.

## 17.3 Continuation of services

If the contract between the Client and the Contractor is terminated by uni-

lateral declaration of intent or agreement or otherwise (but not by performance §§ 362, 364 BGB) (hereinafter: termination of contract), the Contractor shall make available all funds required by the Client for the continuation of the services. This includes in particular: the use of equipment, materials, plant components, drawings, know-how and industrial property rights. The Contractor is obliged to comprehensively support the Client in this use. The Contractor is obliged to immediately hand over the complete project documents to the Client free of charge and hereby assigns all rights to these documents to the Client under the condition precedent of termination of contract, which the Client accepts. The Contractor waives any rights of retention to the surrender of the documents, for whatever legal reason, and the Client accepts the waiver. Project documents are all objects in physical form as well as any computer-based data, files and other information which are (directly) indirectly connected with the project and its execution.

## 17.4 Subcontractors and subcontractors

The Contractor already now enters into the contract subject to the condition precedent of the termination of the contract.

- all his current and future claims against subcontractors and sub-suppliers (hereinafter referred to as "Subcontractor"), including all claims for performance, claims for non-performance or defective performance, repayment claims arising from overpayments, claims for damages, warranty claims, claims on and from securities as well as claims for insurance benefits arising from him or his Subcontractor as well as
- all claims to and from related securities and guarantees (e.g. prepayment, performance of contract and warranty guarantees)

to the Principal who accepts the assignment.

The Contractor shall be obliged to include in all contracts to be concluded with its Subcontractor the declaration of the Subcontractor that the Subcontractor agrees that the Contractor may assert all its claims against the Subcontractor (in particular: The Customer shall assign to Subcontractor any claims for performance, repayment claims arising from overpayments, claims for damages, warranty claims, claims for insurance benefits arising from damages incurred by Subcontractor, claims to and from

guarantees provided by Subcontractor) subject to the condition precedent that the contract is terminated.

Upon request, the Contractor shall provide the Client with evidence of this.

## 18 Infringements of intellectual property rights and patents

- 18.1 The Contractor shall be obligated towards the Client to maintain secrecy in relation to third parties with regard to the information, knowledge, experience (all know-how used and gained in the project) and other objects of his knowledge about the contractual performance as well as the conditions of the project which have become known to him in any connection with the project, even after the termination of the contract. Excluded from this are third parties involved in the execution of the contract, insofar as they have been obligated to secrecy in a corresponding manner.
- 18.2 The Contractor shall ensure that its employees, subcontractors and freelancers are also bound by the confidentiality obligation.
- 18.3 The Contractor guarantees that the deliveries and services do not infringe third-party patent protection and other property rights of third parties. He undertakes to indemnify the Principal in full against any claims by third parties at the Principal's first request and to be liable for the damage incurred. Any licence fees shall be borne by the Contractor.
- 18.4 The Contractor undertakes to keep secret commercial and technical information and documents which are not generally known and which become known to him through the business relationship and to use such information and documents exclusively for the performance of the ordered deliveries. Any Subcontractor shall be obligated accordingly.
- 18.5 When submitting references or publications, the Contractor may only name the Client's company or trademarks if the Client has given its prior written consent.
- 18.6 The copyright to plans, drawings and ideas embodied in the delivery shall be held by the Principal. The Customer is the manufacturer within the meaning of § 950 BGB (German Civil Code).

# General Purchasing Conditions for Deliveries and Services by Contractors

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## 19 Assurances / Other agreements

- 19.1 The Client shall be entitled to set off claims to which the Contractor is entitled against the Client against claims to which he or other companies affiliated with the Client within the meaning of §§ 15 AktG are entitled against the Contractor. Furthermore, the Client shall be entitled to set off its claims against the Contractor against claims to which the Contractor is entitled against one of the aforementioned companies.
- 19.2 The Contractor may only offset claims of the Client against undisputed claims which have been established as final and absolute or which are ready for decision.
- 19.3 The Contractor shall not be entitled to assign his claims against the Client without the Client's written consent or to have them collected by third parties; this shall not apply if the Contractor has effectively agreed to an extended reservation of title.
- 19.4 The documents (plans, drawings, documentation, data etc.) produced or procured by the Contractor and to be handed over to the Client shall become the property of the Client. The Contractor's right of retention after the end of performance (acceptance, termination or cancellation of the contract) is fundamentally excluded, unless the claims of the Contractor on which the right of retention is based have been recognised by the Client or have been legally established.
- 19.5 The documents of the Client handed over to the Contractor shall be given to the Client at the latest after completion of his services.
- 19.6 The Principal shall be entitled to claim compensation from the Contractor for the damage incurred by him as a result of the CUSTOMER being held liable by him for culpable infringements by the Contractor against statutory or official regulations, or as a result of the CUSTOMER being prevented from continuing with the work, or as a result of a delay in the construction process.
- 19.7 This contract itself as well as all amendments and supplements must be in writing in order to be effective. This also applies to a waiver of the agreed written form.
- 19.8 Collateral agreements have not been made.

## 20 Conflict resolution

Insofar as the parties have agreed on mediation or any other form of out-of-court settlement of conflicts in the minutes of the negotiations, the provisions specified therein shall be observed.

## 21 Jurisdiction, applicable law and severability clauses

- 21.1 The place of performance for deliveries by the Contractor shall be the shipping address stated in the order. If a shipping address is not stated and the place of performance is not determined by the nature of the contractual obligation, the address of the Principal shall be deemed the place of performance. The DDP (place of performance) Incoterms 2020 shall apply subordinately. The place of performance for payments shall also be the customer's place of business. Fulfilment occurs with non-cash payment, if the account is covered with transfer and the Customer can dispose of the money irrevocably and free of rights of third parties.
- 21.2 In the event of a defect in his deliveries, the Contractor shall be obliged to take back the defective item without disassembly at the place where the item is located as intended (location) (place of performance for rectification of defects). § 19.6 remains unaffected,
- 21.3 If the contractor is a merchant, the place of business of the Customer Frankfurt am Main shall be the exclusive place of jurisdiction - also for cheque and bill proceedings. However, the Principal shall be entitled to appeal to any legally competent court.
- 21.4 All rights and obligations arising from this contract shall be governed exclusively by German law to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.
- 21.5 Should individual parts of these General Terms and Conditions of Purchase for Contractors or parts of other provisions be invalid, this shall not affect the validity of the remaining provisions.  
  
The ineffective clause shall be replaced by the closest permissible clause according to law and jurisdiction, which regulates the economic and legal sense in the closest, maximum permissible manner.