

Special Terms and Conditions of Evonik Industries AG for installation services (Version 06/2026)

1. Scope

- 1.1 These "Special Terms and Conditions for Installation Services" ("Terms") apply to all goods and services rendered in connection with installation contracts for Evonik Industries AG and its subsidiaries and associated companies ("Client").
- 1.2 Unless otherwise agreed in writing, these Terms shall apply exclusively to this and all future orders placed with or by contracted company(ies) ("Contractor"). Any conflicting or additional General Terms and Conditions of the Contractor shall not be binding on the Client, even if the Client does not expressly object to these terms or accepts the delivery/service without reservation.
- 1.3 These Terms are supplemented by the general "Duties and Responsibilities of Contractors" / "Pflichten und Aufgaben von Auftragnehmern" as well as by site-specific regulations, which are attached to the relevant tender documents. Both documents are available on the Evonik Industries AG website [<https://www.evonik.com/en/company/procurement/DownloadCenter/standortbedingungen.html>].
- 1.4 Definitions
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| Client / Evonik | Evonik Industries AG or an affiliated company thereof |
| Contractor | a contracted entity under these Terms |
| Terms | these Special Contractual Terms and Conditions of Evonik Industries AG for Installation Services |
| Construction site | the site designated for the performance of the Contractor's services |
| Installation site | any workstation of the Contractor on the construction site at which services are performed |

2. Contract terms, conclusion of contract, quotation, changes to services

2.1 Contract terms

A contract hereunder is based on the following terms and conditions in the version valid at the time the relevant order is placed:

- a) any order placed by the Client;
- b) any minutes of the parties' contract negotiations, including any annexes referred to therein ("Minutes of Negotiations");
- c) a detailed, contract-specific definition of the scope of services between the Contractor and the Client; in the event of any conflict between the terms and conditions, these supplementary agreements shall take precedence;
- d) the Client's technical specifications, in particular the Client's specification of works / description of services, including any attached planning documents, referenced standards, technical standards, etc.;
- e) any framework contracts / framework agreements for works;
- f) these Special Contractual Conditions of Evonik Industries AG for Installation Services;
- g) any additional contractual terms arising from the provisions of the "Duties and Responsibilities of Contractors" / "Pflichten und Aufgaben von Auftragnehmern";
- h) any site-specific regulations;
- i) any additional technical contractual conditions;
- j) laws, regulations and other provisions under public law of the German federal government, the German federal states and other public-law bodies;
- k) the relevant provisions on occupational health and safety, e.g., the Construction Site Ordinance (BaustellV) and the Rules for Occupational Safety and Health on Construction Sites (RAB), the Act on the Implementation of Measures of Occupational Safety and Health (ArbSchG), Ordinance on Workplaces (ArbStättV) and the Technical Rules for Workplaces (ASR), German Social Accident Insurance Accident Prevention Regulations (DGUV-UUV) and other provisions of the Employer's Liability Insurance Association, rules and regulations of the German Non-Life Insurers (VdS-Richtlinien);
- l) the Contractor's quotation.

- 2.2 In the event of any conflict between one or more of the contractual bases set out above, the specified order shall generally apply. If a conflict cannot be resolved amicably through the order of precedence or by interpretation, the Client shall decide on the option to be implemented at its reasonable discretion.

In the event of a conflict between contractual bases or within a single contractual basis, the higher quality, greater quantity, lower price or similar resulting in favour of the Client shall be due.

- 2.3 Any oral agreements relating to the order must be recorded in writing.

- 2.4 Where there is good cause within the framework of a continuing contractual obligation, or where insolvency proceedings are opened over the Contractor's assets and the Contractor has not yet fulfilled the order, or has not fulfilled it in full, Client shall be entitled to withdraw from the order or the contract, or, in the case of continuing contractual relationships, to terminate the contractual relationship without notice.

2.5 Quotations

Quotations for goods and services provided by the Contractor to the Client are free of charge, are always binding on the Contractor and do not give rise to any obligations on the part of the Client. The preparation of cost estimates shall only be remunerated following prior written agreement.

The following conditions must be taken into account by the Contractor when preparing quotations:

- a) The Contractor is obliged to carefully examine the specification of services, the plans provided and the other contractual documents (in particular with regard to dimensions and quantities) and to notify the Client in writing of any contradictions, ambiguities and/or inaccuracies in individual parts of the contract relating to the nature and scope of the services to be provided.

- b) The Contractor confirms that it has, on its own responsibility, clarified all details of the services to be provided and that it is either aware of the nature of the installation site and the local conditions, or has, at its own risk, refrained from obtaining the necessary knowledge.
- c) For bidders not familiar with the location, a site visit is mandatory as part of the tender preparation process. If the Contractor, who is familiar with the location, submits a tender without a specific site visit, any resulting disadvantages shall be borne by the Contractor.
- d) The Contractor shall expressly highlight in its tender any deviations from the Client's request and additionally offer the Client alternatives that are technically or economically more favourable for Client than those specified in the request.
- e) Any Risk in the Contractor's tender calculation must be communicated to the Client in writing. If no restriction is specified, all risks associated with the potential contract shall be deemed to have been factored into the calculation.
- f) Additional costs, e.g. for difficult conditions, simultaneous work by several trades, heights and distances on the construction site, unless described in the section 'Obstructions', cannot be claimed.
- g) The service to be provided, within the meaning of the Contractor's general obligations, also includes all ancillary services, e.g. participation in mandatory safety briefings organised by the Client, inspections and acceptances required by law or agreed in the contract, measuring and testing equipment, commissioning and trial operation.
- h) The Contractor must expressly and exhaustively list the Client's necessary obligations to cooperate and provide resources. This also includes the nature, scope, timing and other details, unless these are obligations or details of obligations that are unforeseeable and only arise in the course of the contract's performance.
- i) If the Contractor intends to engage third parties (subcontractors, personnel service providers, etc.) in the performance of the contract, the Contractor must inform the Client of this in its quotation. Such third parties may only be engaged by the Contractor in the performance of the contract with the prior written or text-based consent of the Client. The Contractor must impose upon its subcontractors, in respect of the tasks undertaken by them, all obligations incumbent upon the Contractor vis-à-vis the Client and ensure compliance therewith.
- j) By submitting the quotation to the Client, the Contractor accepts these Terms. Any written reference to the Contractor's own General Terms and Conditions in its quotation is and shall be invalid.

2.6 Changes to the scope of supply and services during the performance of the contract

The procedure communicated by the Client in the tender documents shall apply exclusively to the processing of changes to the scope of supply and services, including any resulting commercial and/or scheduling adjustments to the contract. This applies in particular to the provisions contained therein regarding deadlines for reporting identified or suspected deviations from the terms of the contract. The authorised representatives of the Client and the Contractor shall meet at regular intervals (usually every two (2) weeks) to agree on necessary changes to the scope of supply and services and, where necessary, to negotiate contractual adjustments.

Until notification of acceptance or the date agreed in the Minutes of Negotiations, the Client is entitled to request in writing a change to the agreed scope of services (extension, reduction, method of execution, etc.), insofar as this is necessary to achieve the performance objective. The Contractor is obliged to carry out such changes, provided that they are reasonable for the Contractor.

If the Client requests changes to the services, the Contractor must immediately submit to the Client a written, free supplementary quotation in a verifiable form, which must in particular indicate the cost increase or savings the Client's changes will result in, based on the updated quotation calculation, and what effects they are likely to have on the duration of the installation period and on the dates of the trade-specific schedule or the detailed implementation plan. Possible measures to speed up the work and their temporal and financial implications must also be set out.

Should the Contractor consider adjustments to the agreed scope of supplies and services necessary, they must notify the Client of this immediately, also in the form of a free supplementary quotation. The deliveries or services concerned may, except in the event of imminent danger, only be carried out after explicit written consent has been given by means of a supplementary order from the Client. This applies mutatis mutandis also in the event that the Contractor proposes an alternative execution to the Client.

If the Contractor fails to prepare a supplementary quotation or carries out this work without a written order, they shall not be entitled to any additional claims or claims under the law of unjust enrichment (for rescission).

In the event of unauthorised additional orders, the Client may have the work performed removed at the Contractor's expense. If the removal of the work is not ordered, the work shall be deemed to have been performed; however, the Contractor shall then not be entitled to any additional remuneration or to any claim under the law of unjust enrichment (for restitution).

Supplementary quotations in the event of deviations in performance are subject to the terms and conditions of the main contract; in particular, any price reductions in the main quotation shall apply accordingly.

If certain services were necessary to achieve the performance objective or to mitigate damage, and the Client's consent could not be obtained in time due to imminent danger, the Client must be informed of this without delay. The Client must acknowledge such services and remunerate the Contractor.

2.7 Performance of the contractual services

- 2.7.1 The Contractor shall undertake, within the scope of supply and services, a complete overall installation. This includes, in addition to the supplies and services explicitly described in the contract, without any additional or incidental costs for the Client, all other services necessary for the creation of a complete overall installation.

- 2.7.2 Whether the contracted installation services are to be carried out in existing plants during continuous plant operation, during planned or unplanned partial shutdowns, during total shutdowns or as part of new plant construction shall be specified in the relevant contract.

The requirements of ongoing plant operation shall take precedence over the performance of the contract to a reasonable extent, without this leading to postponements of the agreed deadlines or to additional claims on the part of the Contractor (analogous to the section "Impediments").

- 2.7.3 The Client may fulfil its obligations to cooperate and provide materials as agreed in the contract either itself or through third parties. In the event of a breach by the Client of its obligations to cooperate and/or provide materials, the Contractor shall set the Client a reasonable grace period in writing or in text form to remedy the breach. If it becomes apparent that agreed dates or deadlines are

at risk due to the breach and/or that the Contractor incurs additional costs as a result of the breach, the Contractor must notify the Client of this in writing without delay.

2.8 Supplementary technical execution provisions

The supplementary technical execution provisions apply only in conjunction with the basic specification for the relevant installation work, which was provided to the Contractor with the tender documents. This describes in detail the minimum requirements for the professional execution of the installation work.

2.8.1 Technical documentation for installation work

The technical documentation and information required for the performance of the installation work shall be prepared by the Client or by third parties contracted by the Client. The Contractor must check these for completeness and conformity immediately upon receipt and, furthermore, for feasibility following an inspection of the relevant installation site.

The Contractor must immediately notify the Client in writing of any discrepancies in the technical documentation that are apparent to the Contractor; the Client will clarify these as soon as possible. Should additional documentation be required, the Contractor must request this from the Client in good time.

During the provision of services, the Client may, under certain circumstances, provide the Contractor with revised documents. The Contractor must replace these documents immediately and take the new revisions into account in further processing.

2.8.2 Machinery, equipment and systems

If the contract also covers the supply of machinery, equipment or plant by the Contractor, these must comply with the specific safety regulations for machinery, equipment and plant applicable at the time of performance of the contract and bear a CE mark.

2.8.3 Energy and operating resources

The energy and operating resources deemed necessary by the Client for the performance of the contract, such as electricity, water (drinking water must generally be used) and steam, shall be provided and invoiced on a flat-rate basis. The same applies mutatis mutandis to the discharge and treatment of waste water.

The necessary connections for electricity, water, waste water and steam shall be brought by the Client to within at least 50 m of the construction site.

2.9 Reporting

The Contractor shall prepare daily reports, which must be submitted to the Client's site management by 10:00 am the following day and must contain at least the following information:

- a) Number and qualifications of personnel;
- b) Description of the work carried out;
- c) Receipt of materials;
- d) Use of the main cranes, hoists, etc.;
- e) Failures and their causes;
- f) Accidents;
- g) Special incidents, etc.

In addition, the Contractor must prepare weekly progress reports from the start of the contract, which must contain at least the following information:

- a) Status of progress, e.g. regarding receipt of raw materials, prefabrication, assembly;
- b) percentage of work completed since the last report, documented with supporting evidence (e.g. photographs);
- c) defects identified, delays that have occurred or are expected, including remedial measures taken or to be taken;
- d) Status of rectification of defects or recovery from delays;
- e) Status of work charged at an hourly rate (where agreed);
- f) approved or pending contract amendments (increases/reductions, deadline adjustments, etc.).

The Client shall hold regular installation meetings on site with the Contractor's authorised representative and, where necessary, other representatives of the Contractor, in line with the progress of the installation. The Contractor is obliged to attend, cooperate and, in the event of any difficulties arising, actively seek solutions. This applies in particular if, during the performance of the contract, one or both parties identify deviations from the contractual agreements made (e.g. significant deviations from specifications, dimensions/tolerances, materials, procedures/quality assurance measures, the Contractor's documentation obligations, the Client's supply obligations). The obligations set out above constitute the Contractor's primary performance obligations. Unless the Client prepares minutes of the installation meetings, these shall be drawn up by the Contractor and approved by the Client.

The Client is entitled at any time to obtain information about all the Contractor's work, as well as its status and progress, or to have such information provided by contracted third parties, or to inspect the work or have it inspected by third parties.

2.10 Documentation

All information and documentation, including drawings, test reports and other necessary documents required by the Client for the installation, commissioning and normal operation, maintenance or repair of the services provided or goods delivered by the Contractor, shall be made available to the Client by the Contractor in good time, without being asked and without separate charge. Section 434(2) of the German Civil Code (BGB) remains unaffected.

2.11 Rights to documents

All planning and documentation (plans, drawings, designs, data, lists, descriptions, reports, etc.) created or procured by the Contractor in the course of performing installation services under the contract and handed over to the Client shall become the unrestricted property of the Client without additional remuneration, irrespective of whether they remain in the Contractor's possession. Any contrary statements by the Contractor, e.g. on documents handed over to the Client, shall not be binding. This applies in

particular to all documents prepared by the Contractor in accordance with the Client's specific requirements and specifications (e.g. production drawings).

A right of retention on the part of the Contractor after the end of the service (acceptance, termination or cancellation of the contract) is generally excluded, unless the Contractor's claims on which the right of retention is based have been recognised by the Client or have been established by a final and binding court decision.

The Contractor shall ensure that, with regard to the services provided, neither the Contractor itself nor any subcontractors engaged by it shall assert any copyright or other intellectual property rights that would prevent the Client from making unrestricted use of and exploiting the Contractor's services.

The Client shall have the unrestricted right to use the documents created by the Contractor for other purposes and, where necessary, to amend them.

3. Correspondence

- 3.1 All documents issued by the Contractor must state the order number and the date of the order/commission, as well as the material designation and number assigned or communicated by the Client. All correspondence between the Client and the Contractor shall be in German or English.

4. Quality Management , IT Security Management

- 4.1 The Contractor must maintain a quality management system, e.g. in accordance with the EN 29000 series / DIN ISO 9000 series and/or DIN ISO 14001. The Contractor shall provide the Client with its quality assurance manual or equivalent documentation, including procedural, testing and work instructions. The Client shall be entitled to review the Contractor's system by means of audits following prior consultation.

- 4.2 During the provision of services, the Contractor shall take appropriate measures to ensure that the contractually agreed quality is achieved.

- 4.3 The Client points out that, when procuring energy-related services or goods, the evaluation is partly based on their energy-related performance.

- 4.4 IT Security Management

The Contractor must maintain an appropriate IT security management system, e.g. in accordance with DIN EN ISO/IEC 27001. The Contractor shall provide evidence of this to the Client upon request and shall designate a responsible person to the Client who is in charge of its establishment and implementation. The Contractor shall inform the Client immediately of any information security incidents relating to the contractual relationship between the Contractor and the Client (i.e. within 24 hours).

5. Compliance, anti-corruption and anti-money laundering, duty to protect human rights

- 5.1 Evonik refers to the documents titled "Code of Conduct", "Policy Statement on Human Rights" and "ESHQE-Policy" which apply exclusively to the companies of the Evonik Industries Group and which are available at <http://www.evonik.com/sustainability>.

Evonik further refers to the "Code of Conduct for Suppliers" which sets out expectations of Evonik regarding corresponding standards for its business partners, including suppliers, and which is also available at <http://www.evonik.com/sustainability>. Contractor shall implement, maintain and comply with equivalent standards (as demonstrated either by own standards and proceedings or adherence to industry standards) including by establishing, maintaining and documenting appropriate and effective systems.

- 5.2 Contractor shall comply with the provisions on Combating Bribery, Bribe Solicitation and Extortion of the OECD Guidelines for Multinational Enterprises, and all anti-corruption laws and anti-money laundering laws that are applicable to this Agreement ("Anti-Corruption and Anti-Money Laundering Laws").

- 5.3 When fulfilling obligations under this Agreement, Contractor shall comply with the Human Rights Obligations and shall procure its suppliers and/or service providers acting in connection with the fulfillment of Contractor's obligations under this Agreement to comply with the Human Rights Obligations and to ensure compliance with the Human Rights Obligations in their supply chains.

"Human Rights Obligations" shall mean the obligation to end any violation and take steps to prevent any future violation of Human Rights or (insofar as applicable to Product or substances in Product) Protected Environmental Rights and to prevent or minimise any risks of adverse impacts on Human Rights or Protected Environmental Rights. "Human Rights" shall include the internationally recognized human rights, understood at a minimum as those expressed in the International Bill of Human Rights and the Declaration on Fundamental Principles and Rights at Work of the International Labour Organization (ILO). "Protected Environmental Rights" shall include the rights according to the Minamata Convention on Mercury of 10 October 2013; to the Stockholm Convention of 23 May 2001 on Persistent Organic Pollutants in the version of Regulation (EU) No. 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants; and to the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal of 22 March 1989 and the Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, all of the above as amended from time to time.

- 5.4 Furthermore, Contractor agrees a) to instruct its officers and employees to comply with the Human Rights Obligations and b) to provide trainings to its officers and employees regarding compliance with the Human Rights Obligations on a regular basis.

- 5.5 Contractor shall duly inform Evonik upon detection of indications of any severe violation of a Human Rights Obligation in connection with this Agreement that occurs or is imminent in Contractor's own operations or its supply chain.

- 5.6 Contractor shall immediately take any action required to end or minimize a discovered violation and take effective steps to prevent future similar violations of Human Rights Obligations. If a violation of Human Rights Obligations cannot be ended in the foreseeable future, Contractor and Evonik shall without undue delay develop and implement a corrective action plan to terminate the violation or mitigate its impacts.

- 5.7 Without prejudice to any other rights or remedies that may be available to Evonik, Evonik shall be entitled to terminate this Agreement if Contractor a) does not end a severe violation of Human Rights Obligations and takes effective steps to prevent future similar violations (including the development and implementation of a corrective action plan) within a reasonable timeframe or b) is in breach of any Anti-Corruption and Anti-Money Laundering Laws.

6. Compliance with global trade regulations and proofs of origin

- 6.1 Contractor shall and shall cause its employees and Affiliates to fully comply with all Trade Control Laws in connection with this Agreement. "Trade Control Laws" shall mean all applicable statutory and regulatory requirements related to export controls, economic sanctions, trade embargoes and boycotts. No Product shall be directly or indirectly shipped, transferred and/or performed, exported or re-exported to any country, entity and/or individual without the necessary licenses, approvals, registrations and/or notifications required under Trade Control Laws by the designated national authority. Contractor shall not use for delivery/cargo a carrier/vessel owned, leased, chartered or operated by a sanctioned party or a party affiliated with or operating on behalf of a sanctioned party under Trade Control Laws and/or Sanctions. "Sanctions" shall mean E.U., U.N., U.K. and/or U.S. economic/financial sanctions. Prior to any relevant transaction including any export of Product by Contractor to Evonik that is made under or in any way related to this Agreement, Contractor shall check and hereby represents and warrants that: (a) there will be no infringement of any Trade Control Laws and/or Sanctions by such transaction also considering the prohibitions of by-passing those Trade Control Laws and/or Sanctions; and (b) it is not included in any of the restricted party lists maintained by the E.U., U.N., U.K. and/or U.S.
- 6.2 Without prejudice to any other rights or remedies that may be available to Evonik, Evonik shall be entitled to terminate this Agreement and/or any transaction that is made under or in any way related to this Agreement for good cause with immediate effect in case of any breach by Contractor of its obligations set forth in this Section 6.1. Contractor shall indemnify Evonik against, and hold it harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by Contractor of its obligations set forth in this Section 6.1.
- 6.3 Contractor shall provide Evonik or an Evonik Affiliate with a notification of the non-preferential or preferential origin of the goods to be delivered (EU Regulation no. 2015/2447) within a period of fourteen (14) days as of request for the same, using the form provided by Evonik (Lieferantenerklärung-FT@evonik.com). Furthermore, Contractor shall notify Evonik or an Evonik Affiliate immediately in writing of any changes to the non-preferential or preferential origin of the goods. For goods which can receive a preferential treatment in the importing country or for which proof of origin is required in the importing country owing to different local import regulations, Contractor shall enclose the relevant proof of origin (e.g. Form A, EUR 1, Declaration of Origin on the Invoice) with the delivery in question.

7. Subcontractors

- 7.1 Subcontractors may only be engaged with the prior written consent of the Client. Consent may not be refused without good cause. Good cause shall be deemed to exist in particular where safety requirements are not met. The Contractor shall impose upon the subcontractors, in respect of the tasks undertaken by them, all obligations incumbent upon the Contractor vis-à-vis the Client and shall ensure compliance therewith.

8. Shipping

- 8.1 The Contractor must use the delivery address specified in the order/commission. When dispatching goods, the relevant tariff, transport and packaging regulations of the railways, road transport, shipping, air transport, etc. must be observed.
- 8.2 In addition to the delivery address, the transport documents must always include the order details (order no., order date, delivery point, where applicable the name of the recipient and the material description and number assigned or provided by the Client). Where subcontractors are used, they must state the Contractor as their principal in correspondence and freight documents, specifying the order details.
- 8.3 This must be affixed clearly and permanently to loading units with a unit weight of one tonne (1 t) or more.
- 8.4 The Contractor is only entitled to make partial deliveries or provide partial services with the Client's express consent.

9. Delay; impediments

- 9.1 The delivery or service date specified by the Client in the order or commission is binding. The date of acceptance shall be decisive for determining whether the installation work has been completed on time. The early completion of installation work or partial services requires the prior written consent of the Client. The Contractor is obliged to inform the Client immediately if circumstances arise and become apparent to the Contractor from which it is clear that the agreed delivery/performance date cannot be met.

Should the Contractor be in default with the provision of services, the Client may carry out the affected service or partial services itself or have them carried out by third parties at the Contractor's expense, provided the Client has unsuccessfully set the Contractor a reasonable deadline for the provision of the specific service or partial service. The Contractor undertakes to compensate the Client for all damages, expenses and costs incurred by the Client as a result of the delayed performance. In the event of default, the Client shall be entitled to the statutory claims.

- 9.2 The Contractor may only invoke the failure of the Client to provide necessary documents or information if the Contractor has not received them within a reasonable period of time despite a written reminder.

- 9.3 It must be assumed that various trades will be working simultaneously on the construction site. This may occasionally result in overlaps and mutual hindrances between the trades. For such hindrances that do not exceed what is reasonable, the Contractor may not claim either an extension of the deadline or additional costs. The same applies to difficulties in execution or installation. Similarly, the Contractor may not claim bad weather as a hindrance or obstruction, unless it constitutes a case of force majeure. The Client shall endeavour to support the Contractor's work preparations and intervene to coordinate matters if obstructions are notified in good time.

Should the Contractor identify an imminent or existing fundamental hindrance that renders the performance of the services by the Contractor wholly or partially impossible, the Contractor must notify the Client of this immediately (i.e. on the same day) ("notification of hindrance") and propose possible solutions.

Should such an impediment have temporal and/or financial implications for the provision of the services ("Implications"), the Contractor must notify the Client of these Implications, including those associated with the implementation of the proposed solutions, within fourteen (14) calendar days of the notification of impediment and provide corresponding evidence.

Any short-term delays for which the Client is responsible (e.g. waiting time due to a gas leak on site or the Client's failure to provide materials) must be reported to the Client's responsible site manager on the same working day. If the delay exceeds a reasonable limit, the Client and the Contractor must agree on the resulting time and/or financial implications.

The Contractor is obliged to minimise the effects of any hindrance or to resume work immediately as soon as the hindrance ceases. The Contractor must notify the Client without delay of the cessation of the hindrance and the resumption of unimpeded performance.

The Contractor is precluded from subsequently claiming any time-related and/or financial consequences of an impediment.

- 9.4 If a contractual penalty is agreed, the following shall apply: The Contractor shall be obliged to pay a contractual penalty if it fails to meet the agreed contractual deadlines, unless it is not responsible for the delay. The contractual penalty shall amount to zero point one per cent (0.1%) of the gross contract sum as specified in the order/commission for each working day (Monday to Saturday) of delay, but shall not exceed five per cent (5%) of the gross contract sum. Should the contractual deadlines be postponed, the contractual penalty shall also apply to the new contractual deadlines. In the event of a delay, failure to meet a new contractual deadline shall therefore be subject to a contractual penalty, without the need for a specific agreement in the event of a postponement. Further claims for damages arising from the delay in meeting the contractual deadlines remain unaffected; however, the contractual penalty shall be set off against the claims for damages.
- 9.5 Where interim deadlines are also agreed as contractual deadlines, the following shall apply in addition: The basis for calculating the contractual penalty in the event of an interim deadline being exceeded shall be that part of the gross contract sum corresponding to the services contractually to be performed up to that respective point in time. Contractual penalties forfeited due to delay resulting from failure to meet an interim deadline shall first be set off against any contractual penalty for a subsequent interim deadline and then against any contractual penalty under Section 10.4. In addition, any contractual penalty already paid shall be refunded to the Contractor provided that and to the extent that (1) the Contractor does in fact meet the completion date and provided that and to the extent that (2) the Client has not suffered any loss as a result of the delay in meeting the interim deadlines.
- 9.6 The Client's claims for contractual penalties due to delay shall be limited in total to five per cent (5%) of the gross contract sum, even if several contractual penalty amounts are added together. Insofar as the Contractor's justified gross final invoice amount is lower than the gross contract sum, the gross final invoice amount shall serve as the basis for calculating the contractual penalty. Contractual penalties for exceeding binding interim deadlines may already be deducted from the corresponding progress payments.

10. Proof of performance and acceptance; transfer of risk

- 10.1 Any contractually agreed performance records and acceptance shall be provided or carried out by the Contractor for the Client free of charge and shall be recorded in writing by both contracting parties. Acceptance of the completed installation work shall take place formally following a final inspection to be carried out jointly; this does not preclude the possibility of a deemed acceptance. The Contractor must give the Client two weeks' written notice of completion or the final inspection.
- 10.2 The transfer of risk in respect of the goods and services provided by the Contractor to the Client shall only take place upon the Client's unconditional acceptance thereof.

11. Contract price / remuneration, types of price

- 11.1 For the remuneration of contracts for installation services, contract prices are agreed upon, to which the price types "fixed price", "time and material", "cost-plus" and "based on measurements and unit prices" essentially apply. For different types of services, different price types may be specified in the contract, depending on the circumstances. The agreed contract prices are net prices plus any applicable statutory VAT.

Payment of the contract prices shall settle all deliveries and services to be provided by the Contractor, including all outlays, ancillary costs, ancillary services, expenses, etc., which are to be provided by the Contractor in the course of fulfilling the contract. Unless otherwise stipulated, this includes in particular:

- a) all costs for deliveries, materials, consumables, etc. included within the scope of the Contractor's work;
- b) all wage and ancillary wage costs for site management, supervisors, skilled and unskilled workers, safety personnel or other staff of the Contractor;
- c) personnel-related costs, such as subsistence allowances, travel expenses, travel time, accommodation, and surcharges (except for overtime, night work, Sunday work and work on public holidays ordered by the Client);
- d) the procedures and obligations arising in accordance with clause 1.1 from the general "Duties and Responsibilities of Contractors" / "Pflichten und Aufgaben von Auftragnehmern" as well as from site-specific regulations;
- e) costs for setting up, maintaining and clearing the construction site, e.g.:
 - office and site containers, including welfare and sanitary facilities,
 - office and workshop equipment,
 - workshops, workshop equipment, open storage areas, storage rooms, etc.,
 - IT and communication equipment such as computers, telephones, mobile phones, photocopiers, IT software;
- f) Costs for job-specific consultations, briefings, quality assurance and reports, e.g.:
 - Safety briefings/instructions prior to commencing work;
 - detailed discussions regarding agreed scope of work and its execution;
 - safety-related discussions, obtaining work permits and fire permits, etc.,
 - Preparation of procedural instructions for the safe execution of work (where necessary);
 - Verification that the client has cleared the relevant areas of the site prior to commencement of work;
 - Coordination with other trades and company representatives working on site;
 - Attendance at regular site meetings,
 - Preparation of progress reports (daily, weekly or monthly, depending on the nature of the work),
 - Preparation of the basis for invoicing for goods and services supplied (quantity surveys, etc.),
 - Preparation of valuation bases for any contractual adjustments to be agreed,
 - Preparation of quality assurance documentation;
 - Carrying out inspections included within the scope of the contractor's work, assisting with inspections/acceptance procedures carried out by third parties,
 - Preparation, conduct and documentation of acceptance inspections,
 - Contract-specific 'as-built' documentation and installer's certificates;
- g) other costs, e.g.:
 - Provision of the tools required to perform the agreed installation services (special tools specific to the supplier may be provided by the client),
 - provision of scaffolding (unless otherwise agreed),

- cranes, aerial work platforms, lifting equipment, etc. (unless otherwise agreed)
- temporary fixings, installations (including for testing),
- Passenger transport vehicles, service vehicles,
- Personal protective equipment and clothing,
- all transport on the construction site (unless otherwise specified),
- Measures to protect against the weather,
- regular cleaning of the construction site and proper disposal of waste,
- Training of the Client's staff in the operation and maintenance of the systems supplied and/or installed by the Contractor (where applicable).

The agreed contract prices, unit prices or factors and hourly rates are binding for the specified contract period; they remain valid even in the event of changes in quantities.

An indexation clause for labour, material, equipment and raw material costs shall not apply for the agreed contract term, i.e. increases in labour and material costs occurring after the conclusion of the contract shall not be compensated.

11.2 Remuneration as a fixed price (lump sum)

The Client shall pay the Contractor a fixed contract price (monetary value) for the entire contractually agreed scope of delivery and services or defined parts thereof. If a fixed price has been agreed for a delivery or service, the invoicing of hourly-wage work, including overtime surcharges, shall be limited to a minimum – as a rule, a maximum of five per cent (5%) of the contract sum – unless a change to the contractual invoicing method has been agreed between the Client and the Contractor. Work billed on an hourly basis requires a prior, express agreement between the Client and the Contractor and is subject to the conditions set out in Section 11.4, Remuneration on a time and materials basis.

If fixed prices are agreed for individual deliveries and/or services, these shall apply, including all costs listed under 11.1 that are necessary for the fulfilment of the contractual delivery or service, until the order has been completed in full.

11.3 Remuneration based on measurements and unit prices

Contractually agreed records of delivery and performance (measurements) must be prepared by the Contractor free of charge for the Client and submitted to the Client. The Client shall inspect all measurements on site, usually together with the Contractor. If, during the verification of the measurements, the Client identifies errors, discrepancies or other ambiguities, the Client shall inform the Contractor thereof and give the Contractor the opportunity to comment and, where necessary, to correct the measurement(s) concerned. Measurements confirmed by the Client shall be recorded on the basis of the Client's standard service or standard material lists applicable to the contract, using an individual cost calculation. The unit prices to be invoiced are fixed prices.

The unit prices (billing rates) are always based on the assumption that the Contractor or its subcontractors work the weekly working hours specified in the contract. Unless expressly agreed otherwise, these include all costs. The reimbursement of surcharges requires an express agreement in the order.

Without prejudice to any further claims by the Client, in the event of discrepancies, the quantities determined by the Client upon receipt shall apply to the Contractor's deliveries, unless the Contractor proves that the quantities invoiced by it were correctly determined at the time of the transfer of risk in accordance with a generally accepted method.

Installation services not listed in a standard service or standard materials catalogue shall be remunerated either in accordance with prices to be negotiated individually by the contracting parties or on a time and materials basis. The contracting parties shall agree on the applicable pricing method prior to the performance of such services.

11.4 Remuneration on a time and materials basis

In particular, if, prior to or during the performance of the installation services, a need arises for installation services that cannot be valued on a fixed-price basis or according to measurements and unit prices, these shall be invoiced on a time-and-materials basis at the hourly rates agreed in the contract. The performance of such installation services requires the prior written consent of the Client.

The basis for the remuneration of work paid by the hour is the actual working time. Supervision, travel and commuting times, as well as subsistence allowances and the like, shall not be remunerated. Hours worked by the installation manager shall not be regarded as work paid by the hour. Invoicing shall be rounded to the nearest 0.25 hours.

For the invoicing of approved services on a time-and-materials basis, the Contractor must use forms agreed in content with the Client to document hours worked and, where applicable, equipment used and installation materials provided. These must normally be submitted to the Client on a daily basis, but at the latest within 5 working days, for technical and quantitative verification. The Client shall check all submitted evidence on site, usually together with the Contractor. If, during the check, the Client identifies errors, discrepancies or other ambiguities, the Client shall inform the Contractor thereof and give the Contractor the opportunity to comment and, where necessary, to correct the relevant evidence. Evidence confirmed by the Client must be enclosed with the invoice by the Contractor.

The Client's signing of the supporting documents described above does not constitute a legal acknowledgement of the Contractor's fundamental entitlement to invoice these services on a time-and-materials basis in the specific case. This remains subject, for example, to an examination of whether the services in question are additional services required or services already covered by the contract.

If, in the course of subsequent checks, it transpires that the services invoiced on a time-and-materials basis are already included as contractual services or form part of ancillary services, the Contractor shall not receive the remuneration sought, notwithstanding any signed supporting documents. In the event of any double payment for services, i.e. if these have also been remunerated as contractual services, the Contractor is obliged to reimburse the amount immediately. The Contractor may not invoke the loss of unjust enrichment.

12. Invoicing and Payment, Change of Bank Details

12.1 Invoicing

Invoices issued by the Contractor to the Client must contain all mandatory information required by German law. The invoice must state the Client's full order number. All evidence of the provision of installation services confirmed by the Client and other supporting

documents must be attached to the invoice. The invoices must correspond to the details in the contract regarding the description of services, price, quantity, order of items and item number.

The invoice must be sent separately to the Client's invoicing address specified in the order/commission.

The Client shall make interim payments only if such payments have been contractually agreed and the conditions for payment have been met, unless the Contractor is entitled to a claim under Section 632a of the German Civil Code (BGB) and provides the Client with appropriate security. The security must be provided in the form of a directly enforceable guarantee from a credit institution or credit insurer having its registered office in the EU, in accordance with German law.

Payment periods shall commence upon delivery of the goods to the place of receipt (delivery address) or upon performance of the service or acceptance of the work, but not before receipt of the invoice at the Client's invoicing address specified in the order/commission. Payment shall not constitute an acceptance of the work.

The Client shall be entitled, for a period of up to 3 years following acceptance of the installation services, to inspect the Contractor's documents – either personally or through authorised third parties – which are necessary to verify the contractual calculation of the remuneration due to the Contractor from the Client.

12.2 Value Added Tax

If the installation service is taxable and subject to tax in Germany, the Contractor must issue an invoice for the service provided which complies with the requirements of Section 14 of the German Value Added Tax Act (UStG). Otherwise, the Client may withhold payment of any value added tax until the Contractor has issued a corresponding invoice entitling the Client to deduct input tax.

If the Contractor is a company not resident in Germany and the installation service is taxable and subject to tax in Germany, the invoice must expressly state "tax liability of the recipient of the service" or "reverse charge" (Section 13b(5) of the German Value Added Tax Act). The inclusion of VAT on these invoices is not permitted.

12.3 Payments

Under German tax law, the Client is generally obliged to withhold 15% of the remuneration (plus VAT) paid from 1 January 2002 for installation services and to pay this to the tax office on behalf of the installer. If the Contractor fails to provide the Client with the exemption certificate, the Client shall deduct tax from the gross invoice amount in accordance with the "Act to Curb Illegal Activity in the Construction Industry".

Progress payments shall not affect the Contractor's liability; they shall not be deemed to constitute acceptance of the service or of parts thereof. Nor shall they constitute an acknowledgement of the proper performance of the service or of the actual scope of work performed, or of the prices stated therein.

Payments of the audited and approved invoice amounts by the Client shall be made in accordance with the deadlines specified in the contract to the bank account details provided by the Contractor.

The Contractor shall notify the Client in writing of any intended changes to its bank details three months in advance via the known contact persons. The Client reserves the right to verify the plausibility and validity of the new bank details using its own process and to instruct payments to the new bank details only after such verification. The Contractor shall be responsible for any delays in payment processing arising from the verification of the Contractor's new bank details, and such delays shall not constitute a default in payment.

13. Notice of defects

- 13.1 In the context of the acceptance of the installation work, any defects, damage, discrepancies in identity or quantity, etc., identified by the Client must be reported immediately. Furthermore, the Client shall report any defects without delay as soon as they are identified by the Client in the normal course of business.

14. Claims for defects, liability of the Contractor, limitation period

- 14.1 The Contractor warrants that its deliveries/services possess the individually guaranteed characteristics and the contractually agreed quality, are suitable for the contractually intended use, are not impaired in their value or suitability, and comply with generally accepted technical standards as well as current statutory and regulatory requirements.
- 14.2 If the delivery/service does not comply with the requirements of Section 14.1 or is defective for any other reason, the Client may, in addition to other claims and rights provided for by law, in particular demand that the Contractor carry out remedial performance for the Client free of charge and without delay and reimburse the Client for all expenses incurred by the Client as a result of the remedial performance. In particular in urgent cases, or if the Contractor is in default with the rectification, the Client may immediately remedy the defect itself or have it remedied by third parties at the Contractor's expense. If the Contractor has provided a guarantee for the quality or durability of the delivery/service, the Client may, without prejudice to this, also assert any further claims arising from the guarantee.
- 14.3 Deliveries and services which are identified during performance as being significantly defective or in breach of contract must be replaced by the Contractor at its own expense without delay with defect-free items. The Contractor shall compensate the Client for all resulting damages, expenses and costs, unless the Contractor is not responsible for the defect or breach of contract. If the Contractor fails to fulfil the obligation to remedy the defect, the Client may set a reasonable deadline for the Contractor to remedy the defect and, upon the fruitless expiry of the deadline, terminate the contract or parts thereof and remedy the defect or breach of contract itself or have it remedied by third parties at the Contractor's expense.
- 14.4 The Contractor shall be liable for defects of title in accordance with the statutory provisions, in particular for ensuring that neither the delivery/service nor its contractually agreed use infringes any patents or other intellectual property rights of third parties in the agreed country of destination. If the Client is held liable by a third party for this reason, the Contractor shall be obliged, upon the Client's first written request, to indemnify the Client against all claims (including court and legal costs) necessarily incurred by the Client arising from or in connection with the third party's claim. The Client is not entitled to enter into any agreements with the third party at the Contractor's expense without the Contractor's consent.
- 14.5 In all other respects, the Contractor's liability shall be governed by the statutory provisions. The Contractor shall indemnify the Client against claims for damages by third parties upon first request, provided that the Contractor or its suppliers have caused and are responsible for the defect giving rise to liability.

- 14.6 Even where the Contractor holds industrial property rights, the Client or third parties commissioned by the Client may undertake repairs to the delivered goods.
- 14.7 Statutory and/or contractually agreed claims and rights in respect of material defects and defects of title shall be subject to the limitation periods laid down by law. A waiver of claims for defects by the Client shall only be effective if the Client expressly declares this in writing.
- 14.8 Except in the cases provided for by law where the limitation period is suspended, the limitation period for claims and rights arising from defects is also suspended during the period between the notification of defects and the rectification of such defects. For deliveries or services that are wholly or partly new, replaced or rectified, the limitation period shall recommence.

15. Insurance

- 15.1 For the duration of the contractual relationship, i.e. including the warranty and limitation periods, the Contractor must maintain liability insurance cover, including environmental liability, on terms customary in the industry and with the following sums insured per claim:

Personal injury:	at least EUR 5,000,000.00
Property damage:	at least EUR 5,000,000.00
Financial loss:	at least EUR 5,000,000.00
Liability for professional negligence:	at least EUR 500,000.00

In the event of multiple claims, these amounts must be available at least twice per insurance year. Lower sums insured must be agreed with the Client on a case-by-case basis.

The Contractor must provide the Client with proof of this insurance cover by no later than the start of installation, by means of a copy of the insurance policy or a confirmation from the insurer.

In the event of damage affecting the Client, the Contractor's future claims against the respective insurers shall be assigned in advance at the Client's request. The Contractor shall be liable for subcontractors in the same way as for its own staff. The agreed sums insured shall also apply to subcontractors.

16. Liability of the Client

- 16.1 The Client, its legal representatives and its employees shall be liable, regardless of the legal basis, only for gross negligence, wilful misconduct or where the breached obligation is of essential importance for the fulfilment of the purpose of the contract (cardinal obligations). In the event of a breach of cardinal obligations due to simple negligence, the Client's liability for damages and reimbursement of expenses shall be limited to the foreseeable damage typical for this type of contract. This shall not apply where the Client has acted with intent or gross negligence, or in the event of injury to life, limb or health, or for damage to privately used property where liability is mandatory under the Product Liability Act or for other reasons.

17. Reservation regarding group offsetting

- 17.1 Claims acquired by the Client and, together with the Client's affiliated companies, against the Contractor pursuant to Section 15 of the German Stock Corporation Act (AktG) shall be available to all companies within the Client's group as joint creditors; these claims may therefore be set off against claims held by the Contractor against any company within the Client's group. This applies mutatis mutandis to rights of retention or other defences.
- 17.2 In the event of a majority of claims, the Contractor shall not object to the Client's determination of the claims to be set off.

18. Contractor's obligation to clear the site, waste disposal

- 18.1 In the event of termination of the contract, for whatever reason (expiry of the contract, termination by one of the contracting parties (ordinary or extraordinary), withdrawal from the contract by one of the parties), the Contractor shall immediately carry out, at its own expense, the dismantling and removal of its plant, tools and equipment, insofar as it has installed or stored such items at the Client's premises for the purpose of fulfilling the contract.
- 18.2 Insofar as the Contractor's supplies/services generate waste within the meaning of waste legislation, the Contractor shall – subject to any written agreement to the contrary – recycle or dispose of such waste at its own expense in accordance with the provisions of waste legislation. Ownership, risk and liability under waste legislation shall pass to the Contractor at the time the waste is generated. This provision shall apply mutatis mutandis to residues, construction waste and the like.
- 18.3 If the Contractor fails to fulfil these obligations, the Client may, after the expiry of a reasonable period without result, carry out the work itself or commission a third party and charge the costs incurred to the Contractor.
- 18.4 Unless otherwise agreed, the Contractor is generally not permitted to remove the Client's waste.

19. Confidentiality and Data Protection

- 19.1 The Contractor undertakes to keep confidential all information, knowledge and documents received from the Client in the course of the contractual cooperation or for the purpose of contract performance, or otherwise made known to the Contractor by the Client or a company affiliated with the Client in accordance with Section 15 of the German Stock Corporation Act (AktG), e.g. technical and other data, personal data, measurement values, technology, operational experience, trade secrets, know-how, drawings and other documentation ("Information"), not to make them accessible to unauthorised employees or third parties, and to use them solely for the purpose of fulfilling the respective order or assignment.
- 19.2 The Contractor undertakes to return all information transmitted hereunder, whether orally, physically or digitally, such as documents, samples, specimens or similar, as well as information obtained by other means (e.g. inspection) or upon the Client's request, to the Client without delay, or to securely delete or destroy such information without retaining any copies or records, and to compilations and analyses containing such information, upon the Client's request, and to confirm this to the Client in writing.
- 19.3 The conditions set out above shall apply after the termination of the cooperation (end of the contract), in the event of termination by one of the contracting parties (ordinary or extraordinary), as well as in the event of a party's rescission of the contract.
- 19.4 The Client shall retain all ownership, industrial and other intellectual property rights in the information provided by the Client.

- 19.5 The Contractor is obliged to comply with all data protection regulations in their currently applicable version and shall observe them. The Contractor must instruct all of its own employees involved in the performance of the contract and, where applicable, those of its subcontractors in accordance with the relevant data protection regulations and require them to maintain data confidentiality. These declarations must be submitted to the Client upon request.
- 19.6 If the Client has specific requirements regarding the protection of know-how due to the sensitive nature of the information, the Client shall communicate these to the Contractor as part of the enquiry.
- 19.7 Promotional material
- The Contractor is only permitted to refer to the existing business relationship with the Client in the Contractor's information and/or advertising material with the Client's express prior written consent.
- 20. Prohibition of Assignment**
- 20.1 No assignment, assignment for collection or pledge over the Contractor's claims against the Client arising from and in connection with the concluded contract for installation services outside the scope of application of Section 354a of the German Commercial Code (HGB) is allowed; exceptions require the Client's written consent to be valid.
- 21. Commercial clauses**
- 21.1 Insofar as trade terms in accordance with the International Commercial Terms (INCOTERMS®) have been agreed, the INCOTERMS® 2020 shall apply to their application and interpretation.
- 22. Place of jurisdiction and applicable law**
- 22.1 The exclusive place of jurisdiction shall be the Client's registered office if the Contractor is a trader. However, the Client shall also be entitled to bring an action before the court having jurisdiction at the Contractor's registered office.
- 22.2 All legal relationships between the Contractor and the Client shall be governed by the law of the Federal Republic of Germany, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 23. Amendments, Validity**
- 23.1 Amendments and additions to the order and to these Special Terms and Conditions must be made in writing. This formal requirement may also only be waived in writing.
- 24. Severability clause**
- 24.1 If any provision of the order or these Special Terms and Conditions is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that is as economically equivalent as possible.