

General Terms and Conditions of Quest Kabel und Systemtechnik GmbH for Consulting and Services as well as Trade and Distribution

from 22.06.2020



Quest Kabel und Systemtechnik GmbH
Steinhausen 41
85625 Glonn



1. General, integrity clause

- 1.1. These and supplementary contractual terms and conditions of the Client shall apply exclusively. Contradictory, supplementary or deviating terms and conditions of the Contractor shall only become part of the contract if expressly acknowledged in writing by the Client. This shall also apply to terms and conditions stated in order or other confirmations of the Contractor. Acceptance of deliveries/services shall not constitute acceptance of the Contractor's terms and conditions. These contractual terms and conditions of the Customer shall also apply if the contract with the Contractor is executed without reservation in the knowledge of terms and conditions of the Customer that are contrary to, supplementary to or deviate from these contractual terms and conditions.
- 1.2. The services shall comply with the standards and norms of the Customer agreed in the contract. The Contractor shall notify the Client in writing without delay if it has any reservations about the way in which the performance is to be carried out as requested by the Client or if it considers itself to be hindered in the execution of its performance by third parties or by the Client. The Contractor shall ensure that the services fulfill the objective of the contract and that the required economic efficiency is taken into account.
- 1.3. The Contractor shall carry out any revision of documents prepared which becomes necessary prior to acceptance without any claim to separate remuneration.
- 1.4. The Contractor shall be obliged to comply with the contractual remuneration agreements. A claim to amended remuneration shall require an agreement on the amount of such remuneration prior to the performance of the service, which shall be made in writing for evidence purposes.
- 1.5. As a matter of principle, the Contractor shall provide its services personally or through its employees. The Contractor shall ensure that only technically and personally suitable and reliable employees are deployed, who shall be obliged to exercise unconditional care in their work. If the Contractor uses subcontractors, their professional qualification must be ensured; furthermore, this requires the prior written consent of the Contractor.

Consent of the customer, which the customer may not unreasonably refuse. Insofar as personal data are processed, consent may be refused due to the absence of data protection requirements within the meaning of Art. 28 DSGVO (e.g. technical organizational measures, procedure directory, etc.).

- 1.6. The Contractor shall not replace the employees used by it for the performance of the contract or the employees specified in the contract without compelling reason. He shall obtain the prior written consent of the Customer for this purpose, which may not be unreasonably withheld. In justified cases, the Customer shall have the right at any time to demand the replacement of the Contractor's employees deployed if the performance of the contract would otherwise be jeopardized. The Contractor shall provide the Customer with a list of all employees deployed by it for the performance of the contract prior to commencement of activities who require a work permit or a permit for self-employment in accordance with the legal provisions, with the assurance that the persons deployed have proof of the permissibility of the employment (e.g. residence permit with work permit or permit for self-employment). The list of persons must contain the following information: First and last name, nationality, issuing authority and its validity (end date) for required residence and work permits. The Contractor shall notify the Customer of any changes in text form without delay, stating the relevant information. The Customer shall have the right to review the information at any time and on an ad hoc basis. For the purpose of verification, the Contractor shall, at the request of the Customer, immediately submit evidence of personal identification and of any necessary residence titles with work permits or permits for self-employment of the employees concerned. The aforementioned provisions shall apply analogously to subcontractors of the Contractor; the Contractor shall contractually oblige its subcontractors accordingly.
- 1.7. The Contractor and its employees shall not be integrated into the Client's business organization. In this respect, they are not subject to the Client's authority to issue instructions. Legal rights to issue instructions (e.g. in accordance with procurement law, data protection law or railroad law as well as for compliance with occupational health and safety and accident prevention) shall remain unaffected by this. The Contractor shall ensure that instruction and supervisory powers are actually exercised vis-à-vis its employees by itself or by a person authorized by it.
- 1.8. The Contractor may not exercise any of its own or third party contractor's or supplier's interests where there is a connection with the commissioned service.
- 1.9. Interim and final reports as well as presentation documents - in each case in quality suitable for copying - shall be handed over to the Client without special remuneration. Upon request of the Client, all reports shall additionally be handed over in the form of electronic files (Word, Excel, PowerPoint, Access) in a format determined by the Client without special remuneration. The Contractor or the representative designated by him in writing shall sign the reports or other documents as the author, indicating the date. At the request of the Client, the Contractor shall present its results in the form of a presentation without additional remuneration.
- 1.10. The contracting parties undertake within the framework of the contractual relationship to take all necessary measures to avoid corruption, other criminal acts and as well as other serious misconduct. In particular, they undertake to take all necessary precautions in their companies to avoid serious misconduct at home and abroad. Serious misconduct, irrespective of

the participation form of perpetration, instigation or aiding and abetting a) serious criminal acts committed in the course of business. These include criminal acts constituting, in particular, fraud, breach of trust, falsification of documents or similar offenses, b) offering, promising or granting improper advantages to civil servants, public officials, persons with a special public service obligation or elected officials (bribery or granting of advantages) or to members of the Board of Management, managing directors or other employees of Deutsche Bahn AG or its Group companies (bribery in business transactions), c) offering, promising or granting inadmissible advantages to freelancers who work on behalf of Deutsche Bahn AG or its Group companies in the awarding or handling of contracts, e.g. planners, consultants and project managers.e.g. planners, consultants and project controllers, d) within the scope of the Contractor's activities for Deutsche Bahn AG or its Group companies, offering, promising or granting inadmissible advantages to other domestic or foreign civil servants, public officials, employees of Deutsche Bahn AG or its Group companies.

e) the unauthorized procurement, securing, exploitation or communication of business and trade secrets for the purpose of competition, for self-interest, for the benefit of a third party or with the intention of causing damage to the owner of the business operation, the unauthorized exploitation or communication, for competitive or self-interested purposes, of documents or regulations of a technical nature entrusted in the course of business and, in addition, the unauthorized exploitation or communication, for competitive or self-interested purposes, of documents or regulations of a technical nature entrusted in the course of business and commercial information of the Client, including on data carriers, f) violations of regulations serving to protect unrestricted competition, in particular violations of core restrictions under antitrust law

within the meaning of Article 101 TFEU, Section 1 GWB (price, submission, quantity, quota, territory and customer agreements), g) violations of economic sanction measures or circumvention of sanction measures of the European Union, in particular EC Regulation 2580/2001, EC Regulation 881/2002 and EU_VO 753/2011 (anti-terrorism regulations), as well as other applicable national, European and international embargo and foreign trade regulations, and h) other serious criminal offenses or serious misconduct. These include criminal acts that constitute, in particular, terrorist offenses, participation in a criminal organization, money laundering and terrorist financing, child labor and other forms of human trafficking or similar offenses. Serious misconduct in the aforementioned sense shall also be deemed to have occurred if inadmissible benefits are offered, promised or granted to persons who are related to employees, managing directors or members of the Management Board of the DB Group and if specific planning and tendering assistance is provided which is intended to undermine competition.

- 1.11. If the Contractor or the persons commissioned by it or acting on its behalf are proven to have entered into an agreement on the occasion of the award which constitutes an inadmissible restriction of competition, it shall pay 15% of the net contract value as damages, unless the Contractor is not responsible for the infringement. The proof of damages in a different amount and the corresponding assertion shall remain unaffected. Furthermore, other contractual or statutory claims of the Customer shall remain unaffected.
- 1.12. If, in connection with the handling of the award or the performance, serious misconduct within the meaning of Section 1.10 is committed to the detriment of the Client by an employee or

If the breach of contract is committed by a managing director/board member of the Contractor or a subcontractor engaged by the Contractor, the Contractor shall pay a contractual penalty to the Customer, unless the Contractor is not responsible for the breach. It shall amount to a) 7% of the net order value if the misconduct was committed by a managing director/board member of the Contractor, b) 5% of the net order value if the misconduct was committed by an authorized signatory or officer, c) 2% of the net order value if the misconduct was committed by other employees or subcontractors of the Contractor, but at least €5,000. The assertion of a claim for damages by the Principal as a result of a committed misconduct shall remain unaffected by the contractual penalty, in which case a forfeited contractual penalty shall be offset against such damages. A contractual penalty pursuant to this provision shall not apply if a serious misconduct pursuant to Section 1.10 has been committed by a subcontractor of the Contractor and the selection of this subcontractor has been mandatorily prescribed by the Customer and/or the Contractor or employees employed by it, their directors or managers or other third parties engaged by it are not themselves involved in the serious misconduct. This contractual penalty provision shall not apply to the cases of unlawful restriction of competition covered by Clause 1.11 and the misconduct pursuant to Clause 1.10 coinciding with such cases. Clause 1.11 shall apply conclusively in this respect.

- 1.13. If serious misconduct within the meaning of Section 1.10 is proven to have been committed by an employee or managing director/board member of the Contractor, a) the Customer shall be entitled to terminate the contract without notice for exceptional reasons, b) the Contractor may be barred from participating in the competition for a period of up to five years in the case of contracts awarded by Deutsche Bahn AG and its group companies, unless otherwise provided by law. Provided that the Contractor proves suitable and sufficient self-cleaning measures, a suspension may be waived, taking into account the severity and circumstances of the misconduct. The scope of the bar as well as the readmission to competition shall be governed by DB AG's Guideline on the Barring of Contractors or Suppliers, which may be inspected at any time at the Customer's premises.
- 1.14. The Contractor undertakes to actively cooperate in the defense against serious misconduct within the meaning of Section 1.10 and the clarification of suspected cases of serious misconduct and to cooperate with the Customer within the framework of the contractual relationship. If the Contractor becomes aware of facts that give rise to the suspicion of serious misconduct within the meaning of Section 1.10 with an impact on the Customer, it shall notify the Customer thereof in text form without delay and, insofar as such serious misconduct may lie within the Contractor's sphere of responsibility, clarify the facts without delay. If the suspicion is confirmed, the Contractor shall be obligated to take suitable concrete technical, organizational and personnel measures to immediately remedy the misconduct and to avoid future misconduct. The Contractor shall inform the Customer immediately in text form about the course and result of the clarification of the facts, as well as about any measures taken.
- 1.15. Within the framework of their contractual relations, the Customer and the Contractor mutually consent to the regular review of their data in accordance with the respective current sanctions lists on the basis of Regulations No. (EC) 2580/2001 and (EC) 881/2002 as well as (EU) 753/2011 (Anti-Terrorism Regulations) and other applicable national, European and international embargo and foreign trade regulations in order to enable the establishment and structuring of a legally compliant business relationship.

In doing so, they shall comply with all relevant provisions of data protection law, in particular with regard to data minimization and data security. The Contractor declares that its company and its employees are not listed on any of the aforementioned sanctions lists. The Contractor undertakes to take appropriate measures to ensure that the anti-terrorism regulations and other applicable national, European and international embargo and foreign trade regulations are implemented in the business operations of its company.

Furthermore, the Contractor undertakes to immediately notify the Customer in text form of any positive results found during the inspection in accordance with the aforementioned sanctions lists. The assertion of damages of any kind (in particular due to delay or due to non-fulfillment) and of other rights by the Contractor is excluded insofar as this is in connection with the Client's compliance with applicable national, European and international embargo and foreign trade regulations. This shall not apply if the Customer can be accused of intent or gross negligence. In the event of a positive test result (list hit), the Customer shall be entitled to extraordinary termination of the contract.

2. Protection of the interests of the client by the contractor

2. 1The Contractor shall be obliged to protect the rights and interests of the Client within the scope of the services to be provided by it.

2.2.The Contractor is not authorized to represent the Client without a special written power of attorney from the Client.

3. Performance of the service, cooperation

3.1. The Contractor shall coordinate the essential work steps of its services with the contact person of the Customer prior to the start of execution and prior to final performance; the Contractor's responsibility for its services shall remain unaffected. The Contractor shall provide the Customer with the necessary information on the status of the performance of the contract without special remuneration and shall allow the Customer to inspect the documents relating to the performance of the contract at its business premises upon request.

Confidentiality interests of the Contractor shall be taken into account. 3.2 The Contractor shall inform the Customer of all circumstances relating to the performance of the contract, knowledge of which is necessary for the Customer.

3.3. In the case of services under a contract for work and services, the responsibility for the work result lies exclusively with the contractor. This shall also apply if the contracting parties form a project team. If the contracting parties form a project team in the case of services under a contract for work and services, all meetings of the project team shall be documented. The Contractor shall be responsible for this; it shall make the respective minutes available to the Client without delay. If the content of a protocol is not objected to within two weeks, its content shall be deemed to be correct.

3.4. The contact person named by the Client for the execution of the contract is authorized exclusively for technical cooperation with the Contractor. He or she is not authorized to make any declarations that shape the contract (e.g. amendment, supplement, cancellation or termination of the contract).

3.5. The Contractor shall ensure that all substances used that fall under the EU chemicals regulation REACH are used in accordance with this regulation and taking into account the

the substances are registered or approved for use by the customer as specified in the contract. This shall also apply to contractors outside the EU. Upon request of the Customer, the Contractor shall provide suitable evidence regarding the fulfillment of this obligation.

4. Entering railroad facilities

If the Contractor has to perform services for which it is impossible to avoid entering the railroad facilities in the hazardous area of railroad operations, it shall notify the Customer of this in good time so that the latter can ensure security. The Customer shall have the Contractor informed about the dangers in the operating area of the railroad and the necessary safety precautions; the Contractor shall be responsible for informing its employees. The Contractor shall acknowledge the information and the receipt of documents.

5. Acceptance

5.1. If the Contractor has provided services that are ready for acceptance in accordance with the contract, it shall offer them to the Customer and request acceptance in text form. Unless otherwise agreed in the contract, the Customer shall be obliged to declare acceptance within 14 working days (Monday to Friday) or to justifiably refuse acceptance. If the Client neither declares nor refuses acceptance within the aforementioned period, the service shall be deemed to have been accepted. The service shall also be deemed to have been accepted if it is used productively by the Client.

5.2. If agreed partial services are accepted, the acceptance shall be limited to the respective partial service. Upon acceptance of the last partial performance, the overall performance shall be accepted by checking the interaction of all partial performances.

6. Assignment, set-off

6.1. The Contractor is prohibited from assigning its claims against the Client to third parties. § 354a HGB remains unaffected.

6.2. The Contractor shall not be entitled to any rights of retention insofar as they are based on counterclaims from other legal transactions with the Client.

6.3. The Contractor may only set off such claims (also from other legal relationships) that are undisputed or have been legally established.

6.4. The customer shall be entitled to the rights of set-off and retention without restriction.

7. Transfer of ownership of documents, right of use, industrial property rights, publications

7.1. The Contractor shall hand over and transfer ownership of the documents to be delivered by him in fulfillment of the contract to the Customer; a right of retention of the Contractor is excluded.

7.2. The Client shall receive, without any special remuneration, the irrevocable, exclusive, locally unrestricted and transferable right in rem to use all of the Contractor's copyright-protected work results, which have arisen on the occasion of the execution of the contract, at the time of their creation in perpetuity, to use the work results in all - even as yet unknown - types of use, in particular to reproduce them, to make them accessible on the Internet, to develop them further or to change them. Insofar as the work results of the contractor contain work results of third parties, the

Contractor shall be obliged to ensure that the Client may use these work results as described above. The Contractor shall grant the Client a non-exclusive right of use to existing materials, techniques and working methods as well as know-how in accordance with the aforementioned provision, insofar as these are required for the use of the work results or insofar as these are part of the agreed scope of services.

7.3. If, within the scope of the contract, the Contractor achieves results that have a protectable and registrable content (patent), the Contractor shall

- inform the client of this without delay
- make unrestricted use of the inventions in accordance with the Employee Inventions Act upon request and after consultation with the Client, and
- transfer the invention(s) to the Client against reimbursement of the employee inventor's remuneration (Section 9 ArbEG) and otherwise free of charge for use by Deutsche Bahn AG and its affiliated companies.

The Client shall be obligated to make the reimbursement from the time of the transfer. The Client shall be entitled to all rights of use to the results eligible for protection and registration in accordance with Clause 7.2, Sentence 1. The preparation of the property right application shall be undertaken by the Client's patent department. The Contractor shall contractually bind its subcontractors accordingly.

7.4. The client has the right to publish the documents. The name of the author need only be stated by the client if it is customary in the industry. The contractor requires the prior consent of the client for publication.

7.5. The above provisions shall also apply in the event of premature termination of the contractual relationship.

8. Material defect claims for services under a contract for work and services

8.1. The Contractor shall be liable for ensuring that its services and work results under the contract for work and services are free of defects and suitable for the contractually stipulated purpose.

8.2. The limitation period for all rights and claims arising from defective performance is 24 months, unless the law provides for a longer period. It shall commence upon acceptance. In the case of acceptance of partial services, the limitation period shall begin with the acceptance of the respective partial service. However, if a partial performance is used by the Client, the limitation period shall commence in this respect on the first day of use. Unless otherwise agreed, the limitation period for the interaction of all partial performances (overall performance) shall commence with the acceptance of the last partial performance.

8.3. In the event of defects, the Customer shall be entitled to the statutory claims and rights in full. From an agreed warranty, which may not reduce the statutory claims of the customer, the latter has the rights to which it is entitled.

8.4. The Customer shall notify the Contractor of any defects found within a reasonable period of time.

- 8.5. The Contractor shall be obligated to remedy notified defects under the statutory liability for defects without undue delay. If the Contractor is in default with the rectification of defects, Clause 15.2 shall apply accordingly.
- 8.6. The rectification of defects also includes the correction of the documentation, provided that the documentation is affected by the breach of duty or the subsequent performance.
- 8.7. In the event of a justified notice of defect, the limitation period pursuant to Section 8.2 shall be extended by the period during which the work result cannot be used as intended; this shall apply to the work result as a whole. Statutory provisions on the suspension of the limitation period shall remain unaffected.
- 8.8. The Contractor shall bear the costs of troubleshooting in the event of justifiably notified defects. If the Customer supports the Contractor in the search for justifiably notified defects after consultation, the Contractor shall reimburse the Customer for all proven expenses incurred by the Customer in connection with the search for defects.
- 8.9. The Contractor shall reimburse the Customer for all proven necessary expenses incurred by the Customer in connection with the subsequent performance.

9. Infringements of property rights

- 9.1. The service provided by the Contractor shall be free of third party rights - in particular copyrights and industrial property rights. If the contractual use is impaired or prohibited due to the infringement of third party industrial property rights, the Contractor shall be obliged, at its discretion, either to modify or replace the performance in such a way that the infringement of industrial property rights ceases to exist but nevertheless complies with the contractual conditions, or to obtain the right of use so that the performance can be used by the Client without restriction and without additional costs in accordance with the contract.
- 9.2. The Contractor shall indemnify the Customer upon first request against claims asserted by a third party against the Customer due to the infringement of property rights and shall assume the further dispute with the third party from the time of the first request, unless the Contractor is not responsible for the infringement of property rights. The Customer shall support the Contractor in this to the extent necessary. Any necessary and proven expenses associated therewith shall be reimbursed. The Customer shall be obliged to notify the Contractor in writing without delay if claims are asserted against it due to the infringement of property rights. The limitation period for the claim for indemnification shall be two years from the date of the Customer's knowledge or grossly negligent lack of knowledge of the circumstances giving rise to the claim. In all other respects, the claim for indemnification shall become statute-barred ten years after it arises, irrespective of knowledge or grossly negligent ignorance.
- 9.3. If the Contractor fails to comply with its obligations under Clause 9.1 without undue delay, Clause 15.2 shall apply accordingly.
- 9.4. In all other respects, the statutory provisions on liability for defects shall apply.

10. Liability for damages

The contracting parties are liable to each other for damages

- in the event of intent or gross negligence in the full amount, irrespective of the type of damage,
- in the event of a breach of material contractual obligations in the full amount
- in the event of slight negligence, insofar as no material contractual obligations are breached, up to the amount of the foreseeable typical damage; however, this does not apply to personal injury and damage to third parties for which liability is assumed in full in each case.

11. Protection of secrets, confidentiality, data protection, return of documents

- 11.1. The contracting parties undertake that they and all persons entrusted by them with the processing or performance of the contract shall comply with the statutory provisions on data protection and that the information or documents obtained from the other contracting party concerning personal data, business or trade secrets or information or documents of the other contracting party marked or identifiable as confidential shall be treated confidentially, shall not be disclosed to third parties without authorization or shall not be used for purposes other than those contractually agreed. The contracting parties shall oblige all persons entrusted by them with the processing or fulfillment of the contract accordingly and shall prove this obligation to the other contracting party upon request.
- 11.2. The contracting parties shall reliably protect all information or documents of the other contracting party that are expressly marked or recognizable as secret or confidential against unauthorized access by their own employees or third parties. The contracting parties may demand that the other contracting party informs them of the nature and scope of its security measures.
- 11.3. The contracting parties may terminate the contract without notice if the other contracting party breaches its aforementioned obligations. Claims for damages remain unaffected.
- 11.4. The Contractor shall treat the documents handed over to it by the Client confidentially and return them immediately after termination of the contract. The Contractor shall have no right of retention in this respect.
- 11.5. If the performance of a service by the Contractor also involves activities for which, in the opinion of the Customer, the conclusion of a commissioned processing agreement within the meaning of Article 28 of the Data Protection Regulation, Section 62 (5) of the German Federal Data Protection Act (BDSG) or a corresponding supplementary agreement pursuant to Section 62 (5) of the BDSG is required, the Contractor shall be obligated to negotiate and conclude such an agreement without undue delay on the basis of the standard contract template of the Customer or a company affiliated with it with the corresponding individually required supplements. In the case of services with a foreign connection, the Contractor shall be correspondingly obligated, at the request of the Customer, to conclude an agreement on data processing on behalf of the Customer or another agreement under data protection law on the basis of a standard contract provided by the Customer.

12. Security of the client's information systems

- 12.1. The Contractor shall only be permitted direct or covert access to the information systems (operational systems, networks, programs, databases) of the Customer and the companies affiliated with the Customer after conclusion of a supplementary agreement within the meaning of Section 11.5 if it has received express access authorization from the Customer in text form; the access authorization shall be limited to the deployed

and expressly authorized employees of the Contractor or its subcontractors. The transfer of access authorizations to third parties is prohibited. Any access authorization granted may only be used within the scope of the services assumed under the contract.

- 12.2. Insofar as terms of use exist for the connection of equipment to data networks of Deutsche Bahn (hereinafter referred to as "Terms of Use"), they must be complied with by the Contractor when using the information systems of the Customer and the companies affiliated with the Customer. The Contractor may not establish a connection to the data network without complying with these provisions. The Terms of Use shall be made available to the Contractor by the Customer upon written request.
- 12.3. The Contractor undertakes to use its IT/OT systems (e.g. notebook etc.) properly in the data networks of the Customer and the companies affiliated with the Customer. The Contractor may only use IT/ OT systems that correspond to the current state of the art at the time of use and shall prevent the intrusion of viruses or other harmful code by effective protective measures. These protective measures include, among others, a virus scanner used in accordance with the respective state of the art as well as current security patches, updates and service packs.
- 12.4. The use of hacking tools, sniffers, etc. is prohibited unless this is expressly permitted. The Contractor shall be responsible for ensuring that there is no network coupling of the data networks of the Customer and the companies affiliated with the Customer with other data networks.
- 12.5. After termination of the contractual relationship, the Contractor undertakes to permanently and securely delete, destroy or return to the Client all data related to the contractual relationship at all primary and secondary locations of the Contractor and its subcontractors without undue delay, unless it is legally obliged to retain data. The Contractor shall prove this to the Client upon request.
- 12.6. The Customer reserves the right to carry out blocking and monitoring on the basis of official orders or the terms of use. Likewise, an interruption of the network access is possible at any time if the operational safety or the operational behavior of the network or other devices or software connected to it is impaired in any way by the Contractor's devices connected to the network.
- 12.7. The aforementioned shall apply subject to deviating provisions on the handling of personal data in the contractual relationship pursuant to Section 11.5.

13. Cancellation

- 13.1. The Customer shall be entitled to terminate contracts for work and services in accordance with § 648 BGB at any time without notice.
- 13.2. If no specific scope of services (e.g.: number of operating days or duration) is contractually agreed, the contracting parties are entitled to terminate the contract by giving 14 days' notice to the end of the month.
- 13.3. The right to extraordinary termination without notice for good cause shall remain unaffected. Good cause shall be deemed to exist in particular if a contractual partner terminates the contract so

seriously breaches the contract in such a way that the other contracting party cannot reasonably be expected to continue to cooperate, such as, for example, in the event of a significant breach of the principles and requirements set out in the agreed Code of Conduct for Business Partners, if several individual breaches of contract exceed the limit of reasonableness, or if the Contractor has ceased payments not only temporarily, the power of administration and disposal over its assets has been transferred to a preliminary insolvency administrator, insolvency proceedings have been opened against the Contractor's assets or the application for the opening of insolvency proceedings has been rejected for lack of assets. Termination without notice shall generally require a prior unsuccessful written warning.

13.4. Notice of termination must be given in writing or by fax.

14. Change of performance, additional performance

14.1. The Customer shall be entitled to request the Contractor to make any changes or additions resulting from a concretization of the order without this changing the terms of the contract subject to clause 14.2. p.3.

14.2. The Customer shall be entitled to request the Contractor in writing to change the performance or to provide additional services; in the case of work performances this shall apply until acceptance, in the case of services until expiry of the contract. The Contractor shall be obligated to perform the change or the additionally assigned services, unless this is unreasonable for the Contractor. The effects on contract dates and remuneration shall be agreed in writing by means of an addendum to the contract. If no change in remuneration or dates is agreed in the addendum, the changed or additional service shall be performed within the framework of the existing remuneration or date agreements.

14.3. If, during the execution of changes or additional services, it becomes apparent that the demand for changes or additional services is caused by an error on the part of the Contractor in the execution of the contract, the agreements on the change of remuneration and deadlines shall become invalid.

15. Time of performance, penalty for delay

15.1. The Contractor's contractually agreed performance dates or deadlines are binding.

15.2. If the Contractor is in default with a delivery or service obligation or if the service cannot be accepted on schedule or in due time due to defects, the Customer shall be entitled to demand a contractual penalty from the Contractor in the amount of 0.3% of the order value of the delayed service per day, but not more than 10% thereof. A paid contractual penalty shall be credited against a claim for damages due to delay. The client reserves the right to claim the contractual penalty up to the final payment. These provisions shall also apply if the deadline
/work performance in due time is not accepted due to defects.

15.3. The Contractor shall be obligated to notify the Customer immediately in writing, by fax or in text form if circumstances occur or become apparent which could lead to non-compliance with agreed dates or deadlines. Furthermore, the Contractor shall be obliged to notify the Customer of any hindrance in the execution of the contract due to services of the Customer not rendered or not rendered in accordance with the contract.

16. Remuneration, invoice, payment

- 16.1. Unless otherwise agreed, the remuneration stipulated in the contract shall be a fixed price and shall apply "free place of receipt" including packaging. This remuneration shall cover all services to be rendered by the Contractor under the contract - including rights of use, ancillary services, travel costs, expenses, costs for transport and insurance, etc..
- 16.2. The price does not include the Contractor's legally owed sales tax. The reimbursement of the sales tax requires that the Contractor is entitled and obliged to collect the tax separately according to the respective statutory provisions and that the tax is shown separately in the invoice.
- 16.3. In compliance with the provisions of VAT law, the invoice must contain the ordering entity, the place of receipt as well as the number and date of the contract and the tax number or VAT ID number issued by the tax office. If agreed information is missing from the invoice and this results in a delay in invoice processing on the part of the Client, the Client shall not be responsible for the delay.
- 16.4. The remuneration due is payable 21 days with a 3% discount or 30 days net after receipt of the invoice at the customer's invoice receiving office. Payment shall generally be made by bank transfer. The receipt of the transfer order by the customer's financial institution shall be decisive for the timeliness of the payment. If advance payments or payments on account have been agreed, the payment period shall commence on the agreed payment date if the invoice has been received by the contractually specified invoice recipient in good time and the agreed security has been provided.

17. Written form, severability clause, applicable law, place of jurisdiction, language

- 17.1. There are no ancillary agreements to the contract unless the individual contract expressly refers to ancillary agreements. Amendments or supplements to the contract - including this clause - must be agreed in writing in order to preserve evidence.
- 17.2. Should individual provisions of the contract be or become invalid, the rest of the contract shall remain unaffected. The invalid provision shall be replaced by the statutory provision.
- 17.3. The contract and the claims arising from it shall be governed exclusively by German law.
- 17.4. Insofar as the prerequisites for an agreement on the place of jurisdiction exist, the place of jurisdiction shall be the registered office of the Customer. However, the Customer shall also be entitled to bring an action before the courts at the Contractor's registered office.
- 17.5. Only the German text of the contract shall be binding. Unless expressly agreed otherwise in the contract, all documents shall be prepared in German and all declarations shall be made in German.

18. Group transfer clause

The Customer shall be entitled to transfer its rights and obligations under the contract to affiliated group companies without requiring the Contractor's consent. The provisions on the transferability of rights of use and the statutory provisions on the transfer of claims as well as the obligation under Section 11.5 of this Agreement shall remain unaffected.

19. Contractual Penalty Total Limitation

Unless otherwise agreed, the total of all contractual penalties asserted under an individual contract shall not exceed 10% of the agreed remuneration. This shall not affect the assertion of a contractual penalty pursuant to Clauses 1.11 and 1.12 (integrity clause) or claims for damages, irrespective of the legal grounds.