

Terms of Purchase for technical services of Gegenbauer Holding SE & Co. KG and the companies affiliated with it (hereinafter respectively referred to individually as "Client")

1. Conclusion of the contract

- (1) The contract between the Contractor and the Client is based on these Terms of Purchase for technical services (German abbreviation **EB Technik**). General Business Terms and Conditions of the Contractor are hereby objected to; these shall not be applied. In case of existing contractual relationships, the Contractor shall agree to the new version of the Terms of Purchase Technology if it is granted a reasonable deadline for submission of a declaration and the Client has informed the Contractor separately of the consequences of its failure to make a declaration.
- (2) The Contractor shall be bound to its offer for a period of 8 weeks after receipt by the Client. Orders and changes of the Contractor (that deviate from an order enquiry of the Client) shall only be binding and will allow the conclusion of a contract if they are issued or confirmed by the Client in a text form. Agreements, which amend the contract, shall require the explicit confirmation of the Client in a text form. The text form shall also be adhered to with the transmission by fax or email.

2. Prices

- (1) Insofar as not explicitly regulated otherwise the agreed prices / remuneration are fixed prices and are deemed - plus the statutory value added tax - free place of use including packaging and freight costs. If a price is agreed "ex works" or "ex warehouse" the Client shall only assume the most reasonable freight costs. All costs incurred until the hand-over to the freight forwarder including loading will be borne by the Contractor. The agreement regarding the place of performance shall not be affected by the type of pricing.
- (2) The (i) costs for maintenance work, (ii) costs for aids, auxiliary materials and other small parts described in the list of services, (iii) costs for the disposal of replaced parts, auxiliary/operating supplies, waste and packaging to be carried out in compliance with the statutory provisions, as well as (iv) all secondary costs arising from the fulfilment of the agreed services (e.g. travelling and transport costs, accommodation allowances, per diem and overnight allowances, overtime surcharges etc.) are covered by the prices. The costs for maintenance material, which are not auxiliary, aids or other small parts, are to be shown separately in the invoice, insofar as they were incurred.
- (3) Depending on the offer, repair work shall be remunerated on an hourly wage basis or as a fixed price.

3. Quality, execution

- (1) The Contractor has to carry out the deliveries and services that are to be provided according to this contract within the deadlines, suitable for the service and in a qualified manner in accordance with the agreed specifications. It in particular has to provide the services according to financial, operational, economic and ecological requirements by complying with the respectively valid German and EU provisions, Directives and regulations as well as the rules and standards of the professional federations and trade associations, the official conditions and provisions, pursuant to the status of science and technology, the details of the manufacturers (in particular operating instructions, data safety sheets, etc.), by complying with the special features of the respective object and the quality demands of the Client. It also has to ensure that all employees / vicarious agents used by it are informed accordingly. The Contractor shall ensure that its vicarious agents comply with conditions (safety conditions, house rules, etc.) of the Client / if applicable of the principal client.
- (2) The Contractor will use qualified and reliable personnel that are subject to social insurance to fulfil the contract to a necessary extent, who are insured against accidents at the responsible trade association. The Contractor undertakes to only employ foreign workers

with a valid work and residence permit and guarantees an understanding in the German language.

- (3) If personnel of the Contractor substantially breach decisive contractual agreements the Contractor must, at the request of the Client, replace the worker without delay, and without the Contractor filing an objection hereto.
- (4) Documents of all kinds, which the Client requires for the use, installation, assembly, processing, warehousing, operation, service, inspection, maintenance and repair of the object of delivery, are to be made available by the Contractor free of charge in time and without request.
- (5) Insofar as parts of technical systems are to be replaced within the scope of maintenance work, the Contractor shall exclusively use original spare parts. The Contractor may only refrain from the use of original spare parts if these can no longer be procured or the Client has previously agreed hereto. In these cases, however, the Contractor has to use spare parts, which with regard to quality, processing, strength and durability corresponds with those of original spare parts.
- (6) The work performance shall in particular be carried out in such a way that all maintenance intervals are observed. Should, owing to a change in use, the change to the statutory provisions, owing to the generally recognised rules of technology or owing to multi-year operating duration, changes to the maintenance intervals become necessary, the Contractor will inform the Client hereof without request.
- (7) If parts or operating materials of a technical system are to be replaced due to an order, the Contractor will dispose of these at its own costs in line with the statutory provisions.
- (8) The Contractor will inform the Client with continuing obligations at least once at the beginning of each year about the further technical developments that are relevant for the plant operation.

4. Service time, default, contractual penalty owing to default

- (1) The agreed dates of the deliveries or services are binding. If the Contractor recognises that the agreed dates cannot be adhered to, it has to communicate this to the Client without delay. The obligation to adhere to the agreed dates shall remain unaffected.
- (2) If the Contractor culpably does not adhere to an agreed delivery or service date or other dates agreed as under pain of contractual penalty in the contract the Client is entitled to request a contractual penalty in the amount of 0.2%, in total however a maximum of 5%, of the net price of the part of the contractual service that is affected by the delay. Subclause 9 (5) shall apply. The assertion of further claims for damages shall remain unaffected. The forfeited contractual penalty is to be offset against the further claim for damages.
- (3) The Contractor is only entitled to make partial deliveries / partial services with the prior written consent of the Client.

5. Changes to the scope of delivery and service, impediment to the service

- (1) The Client is entitled at any time to request changes to the scope of delivery / service if this is not deemed unreasonable for the Contractor as an exception in an individual case by taking the interests of the Client into consideration.
- (2) Changes to the scope of delivery / service, which prove to be necessary for the Contractor during the execution, will be reported by the Contractor to the Client in writing without delay. Their execution shall require the prior written consent of the Client.
- (3) In the event of changes to the scope of delivery / service the agreed fixed price shall be reduced / increased (Subclause 2) in accordance with the agreed unit prices of the list of services or in line with the calculation.

- (4) The agreed performance times shall generally not change due to changes in delivery or performance by the Client. However, the parties shall agree on deviating dates in writing. In cases of impending delays in dates or in case of imminent danger, the Client can request that the Contractor begins with the execution already before this written agreement.
- (5) If the Contractor is impeded in the proper execution of the service, it has to report the impediment as well as the failed service to the Client in writing without delay.
- (6) The Contractor has to subsequently make up for service failures owing to an impediment with success-related activities, not however with recurring services. In case of doubt the Client is entitled to the right to determine whether the Contractor has to subsequently make up for the failed service.

6. Acceptance

- (1) If the Contractor has provided the agreed service, it will inform the Client hereof so that an acceptance date can be agreed. The acceptance of the contractual services of the Contractor shall be carried out as a rule by the Client, alternatively by its authorised agent, in case of a successful acceptance with a signed detailed work certificate in writing. The submission hereof is maturity prerequisite for the payment of the service remuneration to the Contractor. An implied acceptance by conclusive conduct - such as for example the commissioning of a technical plant - is excluded.
- (2) Upon acceptance, the Contractor shall hand over all documents to the Client associated with the service, in particular operating instructions and maintenance protocols, without request.
- (3) The payment of the remuneration does not represent an acceptance of the service.

7. Passing of risk, property

- (1) The passing of the risk of deterioration and the accidental loss of the deliveries / services shall occur with the passing of the risk / acceptance.
- (2) The Contractor undertakes to procure the unconditional, unlimited ownership for the Client to the delivery, including objects supplied against payment or free of charge, with the hand-over or its surrogate.

8. Warranty, report of defects, liability for defects

- (1) The Client shall be entitled to the statutory claims due to defects in full. The Client can, at its choice, request as subsequent performance the remedy of the defect or the delivery of a fault-free object or the production of a new work.
- (2) In the event of poor performance of contractually owed standard services, which are carried out at short intervals on a regular basis and therefore cannot be made up, the Client may reduce the remuneration on a pro rata basis.
- (3) In case of a breach of obligation by the Contractor the Client can remedy the consequences of the breach of obligation itself, or have these remedied by third parties, after the unsuccessful expiry of a reasonable final deadline set by the Client at the costs of the Contractor. If documents are necessary for this purpose, which the Contractor has in its possession, it has to hand these over to the Client without delay. If rights of third parties oppose the remedy the Contractor is obliged to indemnify the Client from claims from these rights. The same shall apply if the Client can demand reimbursement of expenses from the Contractor pursuant to Section 637 German Civil Code [*Bürgerliches Gesetzbuch - BGB*].
- (4) In the event of rescission, the Client is entitled to continue to use the services of the Contractor free of charge until the procurement of a suitable substitute. In the event of rescission, the Contractor shall bear the costs of the dismantling / the removal and return freight and shall take over the disposal.
- (5) The Client's right to claim damages, in particular damages in lieu of performance, shall remain unaffected.
- (6) A responsibility of the Client to report a defect according to Section 377 German Commercial Code [*Handelsgesetzbuch - HGB*] shall only exist insofar as

a defect was recognisable to a reasonable extent within the scope of checks based on random samples. The report of defects can be carried out with hidden defects within 14 days from the time at which it is known. The complaint can be made informally.

- (7) The signing of the delivery note does not mean a recognition of the delivered goods as in accordance with the contract. The payment of the remuneration agreed for services of the Contractor shall not represent any recognition of the proper service either and does not oppose a later report of defects.
- (8) The statute of limitations for claims of the Client owing to defects of title is three years; also, incidentally the statutes of limitations described in Sections 438 Para. 1 No. 3, 634a Para. 1 No. 1 and 479 Para. 1 BGB are also respectively three years. The deadline shall respectively begin with the delivery / acceptance of the service.

9. Accounting, payment, contractual penalty

- (1) The Contractor has to issue a proper invoice to the Client without delay, at the latest within two months after delivery /acceptance of the service. A properly issued invoice presumes that this (i) is verifiable, (ii) satisfies the tax regulations, (iii) is issued in Euro, (iv) shows the respective individual prices and further details, which the Contractor received from the Client for the accounting-related allocation of the transaction, such as for example the order number, order code and cost centre of the Client, and (v) in case of remuneration according to required time the proof of service by presentation of the entry vouchers countersigned by the Client. If and as long as the invoice is not properly issued, the Client shall be entitled to withhold payment. If the invoice is received late by the Client, it can request from the Contractor the payment of a contractual penalty in the amount of 5% of the order value, a maximum of EUR 500.00.
 - (2) The work certificate or maintenance protocol are to be enclosed with the invoice as proof of the due date.
 - (3) The payment shall be made by transfer within 30 days with **3% cash discount** or within 60 days without deduction net. The payment period shall commence on the date of the first day after receipt of the invoice by the Client. Should by the absence of the details stated in (1) a delay occur in the processing, the stated deadlines shall be extended by the period of the delay.
 - (4) Payments by the Client shall not mean any recognition of the settlement.
 - (5) The reservation to assert contractual penalty claims can, as opposed to Section 341 Para. 3 BGB, be still declared until the final payment. In the event that the Client withdraws from the contract, claims for contractual penalties already forfeited shall remain unaffected.
 - (6) The Client is entitled to rights to offset and of retention to the extent as permitted by law. In addition, the Client can offset against all claims, which the Contractor has against it, with all claims, to which it, Gegenbauer Holding SE & Co. KG or a company affiliated with Gegenbauer Holding SE & Co. KG within the meaning of Section 15 et seqq. German Stock Corporation Act [*Aktiengesetz - AktG*] is entitled against the Contractor. Should the content of the counterclaims that are necessary for the offsetting affect an affiliated company and the assignment between this and the Contractor have been excluded as per contract, the Client will inform the Contractor in writing of the intention to offset. The consent of the Contractor to the assignment of the counterclaim shall be deemed as granted if the Contractor does not object hereto, although it was granted a reasonable deadline for response and it was informed about the envisaged consequence within the scope of the letter.
 - (7) Claims of the Contractor from this contract may only be assigned to third parties with the written consent of the Client.
- #### 10. Work equipment, material provisions and occupational safety
- (1) The Contractor shall make the work equipment that are

necessary for provision of its services as well as auxiliary and operating supplies, without this being remunerated separately by the Client.

- (2) The Contractor has to examine the data, documents, possible material provisions etc., handed over to it for the provision of its services, without delay after receipt and to notify the Client without delay whether this will lead to impediments, which oppose the provision of the services. This shall also apply if such impediments only arise at a later date. The Contractor can only refer to the absence of necessary data, documents, material provisions, etc. to be procured by the Client if it has not received these from the Client, despite a reminder, (at least in a text form) within a reasonable deadline.
- (3) Data, documents and provided objects, handed over to the Contractor to fulfil its service obligations shall remain the property of the Client. They are to be marked as such by the Contractor and to be stored respectively managed separately and are to be returned to the Client, including the provided keys and rooms, after the end of the contract without delay, after one month at the latest, in a proper condition.
- (4) If occupational safety risks, from the activities and operational flows of the Contractor, may have implications on the Client, its employees or other involved third parties, the Contractor is obliged to identify and assess existing or expected occupational safety risks in the form of risk assessments without delay and to make these available to the Client in a written form.

11. Temporary / permanent taking out of operation

- (1) If plants or parts thereof named in the specifications, insofar as an individual performance obligation relates thereto, are temporarily or permanently taken out of operation, the performance obligations of the parties shall cease to apply in this respect. The Client will inform the Contractor in time before the plant is put into operation once again.
- (2) Should services of the Contractor be necessary for the taking out of operation and commissioning, the Contractor will submit an offer for such services. The surcharge shall be at the discretion of the Client.

12. Insurances, liability

- (1) The Contractor is obliged at its costs and for the term of the contract, including guarantee periods and statutes of limitations for claims due to defects, to conclude liability insurance with coverage that is customary for the industry and sums insurance and to maintain this for the duration of the contractual term.
- (2) The insurance is to be proven towards the Client without delay at its request. The Client is entitled to request higher sums insured at the costs of the Contractor if and as far as this essentially requires the deployment of the Contractor within the scope of the principal order relationship.
- (3) The Contractor shall be liable for all breaches of obligations committed by it or its vicarious agents and the damages suffered from such breaches. The liability shall cease to apply or will be reduced accordingly if the Contractor proves that it or its employees / vicarious agents do not bear any fault and all required care has been applied. In addition, the Contractor shall indemnify the Client, within the scope of the statutory provisions, from all claims for damages of third parties, which are asserted in connection with the deliveries / services of the Contractor against the Client.

13. Subcontractors

Without the prior written consent of the Client the Contractor is not permitted to forward service and work services orders placed with it to third parties (subcontractors) in full or in part. If the Contractor uses subcontractors without the prior written consent of the Client, the Client has the right to rescind the contract and / or to request damages instead of the service. This shall apply accordingly to the change to or the involvement of further subcontractors.

14. Supplier portal "Newtron"

- (1) The Client maintains with "Newtron" a supplier portal, in which the contractors of the Client are entered.

- (2) The Contractor has to make proof and confirmations for retrieval by the Client available on "Newtron" without request. The Client shall inform the Contractor of the documents that are to be uploaded.
- (3) The Contractor has to pay attention that the period of validity of the documents that are to be made available has not expired and that expiring proof shall be updated without request immediately, as far as possible still before their expiry date.

15. Confidentiality, data protection, information obligations according to the EU General Data Protection Regulation

- (1) The Contractor is obliged to treat all information, which the Client makes accessible to it in connection with the order, confidentially to an unlimited extent and to exclusively use it to fulfil the contract. Its employees have to maintain secrecy regarding this information. Confidential information within the meaning of this provision is documents, details, data as well as other information, which is described as such or by nature are to be seen as confidential.
- (2) The Contractor is obliged to observe the statutory provisions on data protection and to ensure and monitor compliance with them.
- (3) In the event of termination of the contract all documents, which were handed over to the Contractor for execution of the order, are to be returned to the Client. Any copies that were made are to be destroyed at own costs, unless otherwise requested by the Client.
- (4) Insofar as requested by the Client, the Contractor will submit a formal obligation that corresponds with the previous paragraphs.
- (5) When involving subcontractors, the Contractor also has to agree on these obligations from (1), (2) and (3) with the subcontractor as per contract.
- (6) This confidentiality shall continue to be effective beyond the duration of the contractual relationship.
- (7) If the Contractor provides the Client with personal data pertaining to its vicarious agents, the Contractor undertakes to fulfil the information obligations pursuant to Article 14 of the EU General Data Protection Regulation (Regulation (EU) 2016/679) on behalf of the Client vis-à-vis the respective employees. The information letters required for this purpose are available at <https://www.gegenbauer.de/kdn/>.

16. Code of Conduct, statutory provisions for the protection of the employee

- (1) When providing its deliveries and services the Contractor will comply with the Code of Conduct of the Gegenbauer Group in the respectively applicable version and require its employees and subcontractors to comply herewith. The Code of Conduct can be called on the website www.gegenbauer.de or will be made available by the Client following a written request.
- (2) The Contractor undertakes to comply with all statutory provisions for the protection of the employee, in particular the provisions of the German Act to Combat Undeclared Work and Unlawful Employment [*Schwarzarbeitsbekämpfungsgesetzes - SchwarzArbG*], of the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany [*Arbeitnehmer-Entsendegesetzes - AEntG*] and the German Act Regulating a General Minimum Wage [*Mindestlohngesetzes - MiLoG*], and to pay its employees in particular at least the respectively applicable statutory minimum wage or the wage owed as per collective agreement.
- (3) In order to check the compliance with this obligation at any time, the Client is entitled to question employees of the Contractor or by complying with the provisions under data protection law to inspect suitable documents - in particular the payroll settlements. The Client shall also have this right with regard to any subcontractors of the Contractor. The Contractor has to agree on this accordingly with its subcontractors as per contract and to submit this agreement to the Client upon request.
- (4) The Contractor has to ensure that its subcontractors

fulfil these requirements and are obliged hereto as per contract.

- (5) The Contractor undertakes to indemnify the Client from all liability towards authorities, pension funds, employees, social welfare funds and other third parties. The indemnification obligation shall in particular apply if a claim is asserted against the Client owing to a breach by the Contractor or a subcontractor commissioned by it pursuant to Section 13 MiLoG in conjunction with Section 14 AEntG; Section 21 Para. 2 MiLoG in conjunction with Section 23 Para. 2 AEntG; Section 28e Para. 2, 3a Book Four of the German Social Security Code [*Viertes Buch Sozialgesetzbuch - SGB IV*]; Section 66 Para. 4 No. 2 German Act on the Residence, Gainful Employment and Integration of Foreigners in the Federal Territory [*Gesetz über den Aufenthalt, die Erwerbstätigkeit und die Integration von Ausländern im Bundesgebiet - AufenthG*].

17. Termination

- (1) The contract may be terminated by the Client at any time in the event of performance under a contract for work and services. In this case Section 648 BGB is to be applied with regard to the saved expenses with the condition that the Contractor shall receive the part of the remuneration, which corresponds with the share of the services provided so far assessed based on the entire service, unless the Contractor proves that its savings with regard to the provided services are lower.
- (2) If the contract is however terminated for good cause, for which the Contractor is responsible, it will only receive the part of the remuneration, which corresponds with the share of the service provided so far and part of the service that is usable for the Client based on the entire service. Any further claim to remuneration does not exist in this case. The Contractor will rather be liable towards the Client for compensation of the damages suffered due to the termination.
- (3) The reasons for an extraordinary termination are:
- Default of service despite two reminders;
 - Non-provision of the documents requested from the Contractor and to be uploaded on the platform "Newtron" despite a reminder;
 - Breach of Subclause 12 of these conditions;
 - Breach of Subclause 15 of these conditions;
 - (Partial) termination of the building management contract between the Client and its customers, with which the Contractor is deployed as a subcontractor, whereby the termination may not be initiated by the Contractor. The above regulation shall apply accordingly in the cases, in which a service part ceases to exist (e.g. due to an object sale, taking out of operation of systems or building parts) or the customer requires another service than that owed by the Contractor. The termination shall be limited in this case to the part of the building management contract that ceases to apply;
 - Other circumstances, which render the continuation of the contractual relationship unreasonable by weighing up the mutual interests.

18. Sustainability

We orient our purchasing processes on the procurement of products and services that are as energy-efficient, environmentally friendly and sustainable as possible, and we also expect this from our contractors. The assessment is carried out within the scope of internal evaluations (supplier assessment).

19. Advertising

The Contractor may only name the Client as a reference towards third parties with its explicit, prior written consent.

20. Securities and performance bonds

- (1) The Client is entitled to retain a non-interest-bearing security provision in the amount of 5% of the gross settlement amount for securing the warranty claims including possible claims for damages and the reimbursement of excess payments. The retention is to

be paid out after the expiry of the warranty period.

- (2) The Contractor is entitled to replace the security retention against submission of an unlimited, absolute and irrevocable guarantee of a major German bank or insurance.

21. Miscellaneous

- (1) Place of performance for deliveries / services is the place of use for payments the registered seat of the Client.
- (2) The invalidity of individual provisions shall have no effect on the validity of the other provisions.
- (3) The place of jurisdiction is the seat of the court with general jurisdiction for the Client. The Client can however also file action against the Contractor at its court of general place of jurisdiction.
- (4) Insofar as not otherwise regulated in these Terms of Purchase Technology, the statutory provisions shall apply.
- (5) Exclusively the law of the Federal Republic of Germany that is decisive for the legal relationships of domestic parties shall apply. The application of UN Convention on Contracts for the International Sale of Goods is excluded.