

### Section 1 Scope, form

- (1) These General Terms and Conditions for Services (T&CS) apply to all business relationships regarding the provision of services by our contractors. The T&CS only apply if the contractor is a company (s. 14 BGB), a juridical person under public law or a public-law special asset.
- (2) The T&CS are a component of all contracts we conclude with other contractors regarding the services offered by them and apply to all future contracts regarding the provision of services, even if they are not purchased again separately.
- (3) These T&CS exclusively shall apply. Different, contradictory or supplemental general terms and conditions of the contractor or of third parties shall become a component of the contract only and insofar as we have expressly consented to them in writing (e.g. letter, email, fax). This requirement for consent shall apply in any case, for example even if we accept deliveries without reservation in the knowledge of the general terms and conditions of the Vendor or a third party or if we refer to a letter that contains or refers to the general terms and conditions of the Vendor or a third party.
- (4) Individual agreements entered into with the contractor in individual cases (including subsidiary agreements, supplementary information and amendments) shall in any case have preference over these T&CS. Subject to evidence to the contrary, a written contract or our written confirmation shall apply to the contents of such agreements.
- (5) Legally relevant declarations and notices by the contractor in respect of the contract (e.g. deadlines, warning, withdrawal) must be submitted in writing. Statutory form provisions and other verifications, notably if there is doubt regarding the authenticity of the declaring party, shall remain unaffected.
- (6) References made to the validity of statutory requirements only provide clarification in terms of their significance. The statutory requirements therefore also apply without such clarification provided they are not directly amended and are expressly ruled out by these T&Cs.

### Section 2 Offers from the contractor

- (1) Offers and cost estimates from the contractor are made free of charge and shall not justify any obligations for the client.
- (2) In its offer, the contractor shall expressly refer to any deviations from the client's query and shall also offer the client alternatives, which are materially or economically more cost-effective compared to the query. These deviating or additional positions shall be reported with separate prices. The stated conditions shall apply to the place of specified in the contract. Insofar as reimbursement of travel costs/travel time is agreed, this shall be calculated from the contractor's company location closest to the place of use.
- (3) All documents including documentation shall be created in German – unless agreed otherwise.

### Section 3 Duties of cooperation and provision, independence

- (1) The contractor shall expressly and conclusively list the client's duties of cooperation and provision. Apart from the separately specified duties of cooperation and provision, the contractor can only demand duties of other cooperation and provision from the client, insofar as this is necessary for the proper provision of the contractual service and are reasonable for the client, in particular taking into account the operational matters and the time and financial cost. The client can fulfil its duties of cooperation and provision itself or through third parties.
- (2) The contractor shall refer the client promptly to the type, extent, date and other details of the cooperation and provisions to be provided by the client, unless the respective details result from the order. The contractor can only claim non-fulfilment of a duty of cooperation or provision by the client if it sets the client a reasonable deadline in writing and advises it of the legal and actual consequences of non-fulfilment.

### Section 4 Self-information

- (1) The contractor shall inspect the locations, equipment and objects relevant for provision of the services by prior appointment and shall clarify any uncertainties with the client. The client shall allow the contract to perform this inspection within the framework of the operational possibilities and shall provide the information required for the offer to be submitted, provided this is possible with reasonable means. If any uncertainties or risks remain, the contractor shall expressly state this reservation in its offer.
- (2) If the contractor omits the inspection required according to s. 4.1, it cannot subsequently claim circumstances that it would have known as a result of an inspection. This shall apply correspondingly to omitted reservations.
- (3) The contractor shall request the agreed and other required planning documents, declarations of consent and other information from the client in writing promptly in advance, typically 2 weeks before the required date.

### Section 5 Conclusion of contract

- (1) Our order shall be deemed to be binding no earlier than upon submission or confirmation in writing. The contractor shall advise us of obvious errors (e.g. spelling mistakes and calculation errors) and if the order, including the order documentation, is incomplete so they can be corrected or completed before acceptance; otherwise the contract shall be deemed to be void.
- (2) The contractor shall confirm (accept) our order in writing within a period of 1 week. Late acceptance or acceptance that deviates from our order shall be deemed as a new offer and shall require acceptance by us.

### Section 6 Service time and delayed service

- (1) The service time stated by us in the order (service date or service period) is binding. Early services are not permitted. If the lead time is not stated in the order and has not been agreed otherwise, it shall be 10 working days (working days are Monday to Friday) from conclusion of the contract.
- (2) The contractor shall immediately inform us in writing if it is unable to comply with agreed lead times – whatever the reason. This notification shall state the cause and estimated duration of the delay. This notification shall not prevent the start of the default.
- (3) If the contractor does not provide its work and services or not within the agreed lead time or is (otherwise) in default, our rights – notably the right to withdraw and the right to claim compensation – shall be determined according to the statutory provisions. The conditions of s. 6.4 shall remain unaffected.
- (4) If the contractor is in default, we can demand a general reimbursement of our default damages of 1 % of the net price per full calendar week – in addition to other statutory claims – but not more than 5 % of the net price for the services provided late. We reserve the right to

prove that higher damages were suffered. The contractor reserves the right to prove that no or only significantly smaller damages were suffered.

- (5) The unreserved acceptance of a late (partial) delivery does not represent a waiver by the client to the rights or claims resulting from late (partial) delivery.

### Section 7 Performance, delayed acceptance

- (1) The contractor shall own the service actually ordered. It shall provide the contractually owed services under its own control and responsibility. Only the contract is authorised to instruct its employees. The contractor shall ensure that the personnel employed by it are not integrated into the company.
- (2) Without our prior written consent, the contractor is not permitted to engage third parties (e.g. subcontractors) to provide the service owed by it in part or in full.
- (3) The statutory provisions shall apply to our default in acceptance. The contractor must expressly offer us its services even if a specific or specifiable period is agreed for action or cooperation from us (e.g. provision of material). If we default in acceptance, the contractor can demand reimbursement of its additional costs according to the statutory provisions (s. 304 BGB).

### Section 8 Breaches of duty and defective performance by the contractor

- (1) The statutory provisions shall apply to our rights in the event of a breach of duties or defective performance by the contractor.
- (2) Accepting or approving submitted patterns or samples does not mean we waive our claims.
- (3) At its own cost, the contractor shall purchase and maintain liability insurance with a general sum insured of at least EUR 10 million per personal/material damage. Upon request at any time, the contractor shall provide us with a copy of the insurance policy and confirmation that the policy has been paid in full.

### Section 9 Posted Workers Act, Minimum Wage Act and Working Time Act

- (1) The contractor shall comply with the conditions of the Posted Workers Act (Arbeitnehmer-Entsendegesetz – AEntG) and the Minimum Wage Act (Mindestlohngesetz – MiLoG) within the scope of the stated legislation and also in respect of all employees engaged, whether its own or those from a permissible engaged subcontractor or temporary staff. The contractor shall also comply with the conditions of the Working Time Act (Arbeitszeitgesetz) for all aforementioned employees and shall reliably and honestly record and document the hours worked.
- (2) The contractor shall indemnify the client from all claims asserted against it because of a breach by the contractor, a subcontractor permissible engaged by it or by an employment agency against the conditions of AEntG and MiLoG.
- (3) Upon request, the contractor shall show and verify to the client appropriately that and in what form compliance with the legislation named in s. 9.1 is ensured in its company.

### Section 10 Remuneration and payment conditions

- (1) The remuneration stated in the order is binding. All remuneration includes statutory VAT, even if this is not shown separately.
- (2) Unless agreed otherwise in a specific case, the remuneration shall include all services and ancillary services from the contractor (e.g. assembly, installation) and all additional costs (e.g. correct packaging, transport costs including any transport and liability insurance customs and customs clearance fees).
- (3) If billing of the services by hourly wage is agreed, the contractor shall be paid for the effective working hours worked and confirmed by the client, after deduction of breaks and retooling times; the duty of remuneration is restricted, however, to the objectively necessary number of hours of experienced and qualified employees.
- (4a) The agreed remuneration is payable without 30 calendar days from complete service and receipt of a correct invoice. The invoice shall at least state the job number, order number, cost center and project number.
- (4b) If we pay within 14 calendar days, the contractor shall grant us a discount of 3 % on the net invoice amount. We also reserve the right to deduct a discount if we offset or withhold payments due to defects. Payment by bank transfer is made on time if our payment instruction is received by our bank before the payment deadline; we are not responsible for delays caused by the banks involved in the payment.
- (5) We do not owe any interest on maturity. In the case of default, we shall owe default interest at the rate of 5 percentage points above the basic rate according to s. 247 BGB. Moreover, the statutory provisions shall apply to the default.
- (6) We reserve the right of offset and retention, as well as the defence of non-fulfilment of contract to the statutory extent. In particular, we reserve the right to withhold due payments as long as we are still entitled to claims from incomplete services or breaches of duty / defective performance by the contractor.
- (7) The contractor has a right of offset or retention only due to legally upheld or uncontested counterclaims.
- (8) Remuneration increases must be advised in writing with 3 months' notice to the start of their application. We must confirm the new prices in writing before they enter into force.

### Section 11 Ownership protection

- (1) We shall retain ownership or copyright to orders placed by us, jobs, as well as drawings, illustrations, calculations, descriptions and other documents provided to the contractor. The contractor shall not disclose them to third parties or use or reproduce them without our express consent. At our choice, they shall either be returned to us in full or destroyed at our own costs if they are no longer needed for normal business or if negotiations do not lead to a contract being concluded. Copies made of these by the contractor shall be destroyed in this case; only the retention within the framework of the statutory duties of retention and the storage of data for backup purposes as part of normal data security are excluded from this.
- (2) Tools and models, which we provide to the contractor or which are made for contractual purposes and charged to us separately by the contractor, shall remain our property or become our property. The contractor shall mark them as our property, safeguard them carefully, secure them to a reasonable extent against damage of all kinds and only use them for purposes of the contract. The costs of their storage and repair shall be borne half each by the contractual partners – unless agreed otherwise. However, if these costs are due to defects to the objects manufactured by the contractor or due to incorrect use by the contractor, its employees or other vicarious agents, they shall be borne solely by the contractor. The contractor shall immediately advise us of all damage to these tools and models that is not merely insignificant. At our choice, it shall return them to us in a good condition or destroy them at its own cost if they are no longer needed by it for fulfilment of the contracts concluded with us.

## **§ 12 Confidentiality**

(1) The contractor shall maintain confidentiality with regard to the conditions of the order and all information and documents provided to it for this purpose (with the exception of publicly available information) for a period of 5 years after conclusion of the contract and shall only use them to implement the order. After responding to queries or after settling orders, it shall return them to us in full or destroy them at its own cost at our discretion.

(2) The contractor may not refer to the business relationship in advertising material, brochures, etc. without our prior written consent and may not advertise with services provided for us.

## **Section 13 Force majeure**

(1) If the contractor is prevented from a timely provision of services as a result of force majeure, labour dispute, accidental production stoppages, unrest, official orders, epidemic, pandemic and other unavoidable events, it shall inform us immediately.

(2) Disruptions to supplies suffered by a third party (e.g. subcontractor) engaged by the service provider shall only be deemed to be force majeure if the third party is prevented from providing the service owed by it as a result of an event according to s. 13.1. The contractor shall immediately inform us of this.

(3) If it is not possible for us to accept the service as a result of force majeure, labour dispute, accidental production stoppages, unrest, official orders, epidemic, pandemic and other unavoidable events or if acceptance of the service is not economically reasonable because of the above events, we shall immediately inform the contractor of this.

(3) The respective contractual party shall not be liable for the above events, which significantly hinder the provision of services or acceptance of the services or temporarily prevent or make impossible the proper implementation of the contract.

(4) In the event that adhering to the contract for the period of the delays caused by the above events is unreasonable for one of the parties, it shall reserve the right to withdraw from the contract or to terminate same for good reason. Typically, adhering to the contract is unreasonable at the latest if the force majeure or the above event lasts longer than 30 days or results in a considerable reduction in our demand.

## **Section 14 Compliance**

(1) The contractor shall comply with the statutory conditions applicable to it in conjunction with the contractual relationship. This refers in particular to anti-corruption and money laundering legislation as well as anti-trust, employment and environmental protection provisions.

(2) The contractor shall ensure that the services provided by it comply with all applicable requirements for the provision of services in the European Union and in the European Economic Area. Upon request, it shall verify compliance with us by submitting suitable documentation.

## **Section 15 Mixed contracts**

(1) If object of the contract is also the delivery of movable objects by the contractor, our Purchasing Terms and Conditions (PT&Cs) shall also apply.

(2) The contractor can view the respective current version of these on our homepage ([www.selecta-one.com](http://www.selecta-one.com)).

## **Section 16 Choice of law, place of jurisdiction and language**

(1) The law of the Federal Republic of Germany shall apply to these T&CS and to the contractual relationship between us and the contractor, to the exclusion of international uniform law, in particular the UN Convention on the International Sale of Goods.

(2) If the contractor is a merchant as defined in the Commercial Code, a juridical person under public law or a public-law special asset the exclusive – also international – place of jurisdiction for all disputes resulting from the contractual relationship is our place of domicile in Kavala. However, we reserve the right in all cases to sue at the place of performance of the service obligation according to these T&CS or a higher-ranking individual agreement or at the Vendor's general place of jurisdiction. Higher-ranking statutory provisions, in particular regarding exclusive competences, shall remain unaffected.

(3) Even if these T&CS are translated into another language, the German version alone of these General Terms and Conditions for Services shall remain binding.