



General Terms and Conditions of Purchase of EGS GmbH & Co. KG, Gallin, for the Procurement of Services (GTCP)

1 Scope of application

1.1 These GTCP apply exclusively and to all contracts concluded by the contractor (EGS GmbH & Co. KG, Gallin) for the procurement of services. Opposing conditions, or deviating customer conditions of the user of these conditions are explicitly not recognized. The customer's terms and conditions shall not become the object of the contract, even if the contractor does not expressly oppose them.

1.2 These GTC shall only apply to the entrepreneurs as defined by § 14 Paragraph 1 of the German Civil Code (BGB); they are also agreed upon for future contracts with the contractor.

1.3 The incorporation of terms and conditions put forth by the contractor or third parties through conclusive behavior is excluded. In particular, the terms and conditions do not become the object of this agreement through the acceptance of deliveries or services, or payments made by the customer.

2 Subject of services rendered

The subject of this agreement is the provision of services including the required materials, e.g. documentation (user manuals, etc.), concepts, drafts, as well as the performance of other services by the contractor according to the service task.

3 Principles of service provision

3.1 The contractor shall provide the contractually agreed-upon services based on the latest technological standard for the time at which the contract is concluded, and by personnel qualified for the provision of the services.

3.2 Only the contact partners named in the contract shall be considered the authorized contact partners of the contractual parties. The customer shall exclusively communicate wishes regarding the services to be rendered to the responsible contact person named by the contractor and shall not instruct the personnel deployed by the contractor. The individuals deployed by the contractor do not enter an employment relationship with the customer, even if they render services in the customer's facilities.

3.3 An individual deployed for the purposes of fulfilling the contractual obligations shall only be replaced with another person for an important reason and with the approval of the contractor. The contractor bears the burden of the resulting training requirements. In the context of selection, the contractor shall always consider the interests of the customer.

3.4 The customer may request the replacement of an individual deployed person for the fulfillment of the contractual obligations, if this individual violates contractual obligations or does not possess the necessary expertise. The contractor bears the resulting costs.

3.5 The deployment of third-party subsidiaries by the contractor requires prior customer approval in writing.

3.6 All scheduled dates indicated by the customer are binding.

4 Order placement

4.1 The deciding factor for the rendering of services shall be exclusively the content of the written (§§ 126, 126a, 126b, 127 German Civil Code, BGB) contract. Verbal sub-agreements shall not be made and only become valid after written confirmation is provided by the customer.

4.2 The contractor is obligated to accept the order within a period of 14 days. The time period begins with the delivery of the written (see 4.1) order. Acceptance declared after the expiration of the time period shall be considered a new offer. This can only then become legally effective, if the customer does not object within 14 days.

4.3 Quotes that include the preparation of offers, the development of service specifications, project documentation, plans, drawings, models and other associated developments or similar items shall only require a charge based upon separate agreements.

5 Changes to services

5.1 After the conclusion of the contract, the customer may request changes to the scope of services in the capacity of the contractor, unless this is not reasonable or implementable for the contractor. The change request shall be documented in writing (see 4.1).

5.2 The contractor shall examine the customer's change request and inform the customer within 10 business days (Monday to Friday) in writing (see 4.1), if the request is reasonable or not implementable. If the change request is reasonable and implementable, the contractor may either provide an offer including the service period, planned deadlines and effects on remuneration, or to agree on the implementation of the requested changes with the customer - in writing (see 4.1). If a comprehensive examination of the change request is necessary, the contractor may request an extension from the customer.

5.3 The customer shall accept or reject the contractor's offer within the binding offer period. Agreed service changes shall be documented by corresponding binding amendments to the contract.

5.4 The customer and the contractor may agree that the services affected by the change request shall be suspended until the necessary contract adjustments are made.

5.5 If the necessary adjustment of the contractual agreements is not completed within the offer period, then services shall resume based on the contract. The service periods are extended by the number of business days for which the services were suspended due to the service change request or its examination. The contractor may request a suspension of the agreed-upon remuneration or an appropriate increase of the agreed-upon fixed price, unless the contractor has deployed the personnel affected by the suspension elsewhere or has maliciously failed to deploy the personnel.

6 Usage rights, exploitation rights

6.1 The contractor irrevocably grants the customer, as well as corporations, which belong to customer's corporate group as set forth by §§ 15 ff of the German Stock Corporation Act (AktG) all necessary, exclusive, transferable, sub-licensable, spatially (worldwide) and temporally unrestricted usage and exploitation rights for all work



products generated through the service, as well as the associated materials, particularly documentation and manuals, concepts, and drawings required for the performance of the contract.

6.2 All work products shall be transferred without any third-party rights.

7 Other obligations

7.1 Documentation: In addition to the creation and transfer of the work products, the contractor shall provide the customer with a description of services or sufficient documentation regarding the provision of services as selected by the customer upon request.

7.2 Data storage devices In addition to the provided documentation, the contractor shall furnish the work results on appropriate data storage devices or in an appropriate data format via download and upload as selected by the customer. Risk is transferred by supplying the data storage device, or the error-free storage of the work products on the customer's data storage device.

7.3 Security: The contractor ensures that the work products do not contain any features that make it possible to weaken, circumvent, or turn off security features, which have not been disclosed to the customer in writing prior to transfer. Further, contractor ensures that the work products do not enable unauthorized third parties to access the customer's systems or data without consent.

8 Installation and configuration / Quality check / training

8.1 Unless explicitly otherwise discussed during the process of tendering, the obligation of transferring work products also includes the installation and configuration of the work products.

8.2 To ensure fast and effective installation and configuration, which has no affects on the customer's course of business, the contractor shall provide a sufficient number of staff for these purposes.

8.3 Upon initial use, the customer is entitled to conduct a quality check within 30 business days of the completed installation. Within these 30 business days, the customer is entitled to reverse the work products at any time, if the work products do not achieve the contractually agreed functions.

8.4 The contractor shall support and train the customer's staff to the necessary extent, in order to enable the customer to use the work products as intended (instruction).

8.5 The customer may request further training from the contractor against payment of a standard market rate.

9 Principles of personnel deployment

9.1 The contractor shall provide the services independently or with internal or external personnel (hereafter "Personnel").

9.2 The customer is entitled to request the replacement of the personnel deployed by the contractor in writing, if said personnel repeatedly violates contractual obligations, or for a different important reason emerging from an individual among the deployed personnel, who negatively affects the collaboration between the customer and contractor.

If the contractor deploys external personnel (e.g. freelancers or temporary workers), the customer may further request the replacement of the external personnel in writing, if a further deployment is not acceptable for the customer. As the primary contractual service obligation, the contractor independently ensures and monitors that potential external personnel or third-party companies are deployed and supervised in accordance with the legal guidelines and, in particular, that retirement and social security contributions are made and withheld correctly. Upon customer request, the contractor shall furnish the customer with documentation regarding the implemented checks and confirm correctness in writing. Inconsistencies or missing proof shall entitle the customer to the immediate extraordinary termination of the contractual relationship.

The contractor shall immediately respond to the customer request regarding the replacement of personnel. The contractor shall carry the additional costs incurred due to additions or changes to the personnel.

9.3 The contractor shall appoint a project manager as a central contact person in the individual contract. This person manages the entire project-related work on behalf of the contractor and is exclusively authorized to supervise the personnel deployed by the contractor. The customer shall also provide the contractor with a project manager as a central contact person for the entire project execution. This person manages the entire project-related work on behalf of the customer. The customer's project manager is not authorized to issue technical or disciplinary instructions to the contractor's personnel.

9.4 The contractor's personnel shall never be integrated into the customer's operation. The contractor remains fully and solely responsible for the personnel and also maintains the exclusive right to supervision. No collaborative work shall occur between the contractor personnel and the customer's personnel. The personnel deployed by the contractor shall not be included in the customer's internal vacation planning and absence management. Deployment periods or service periods are exclusively contractually agreed with the project manager appointed by the contractor. The contractor's personnel shall not participate in the customer's internal discussions and meetings with company-specific contents and events (e.g. presentations, corporate celebrations). The only possible participation shall constitute participation in project and professional discussions that are directly related to substantiating the contract performance, the provision of services, or approval of services. The contractor and the contractor's personnel shall use their own equipment, unless there exists a factual reason that necessitates the use of the customer's equipment (e.g. IT security, data protection).

9.5 Between the personnel deployed by the contractor and the customer's personnel, no project-based coordination, instruction, or comparable communication shall occur without the project manager named under 9.3. The contractor shall contact the customer's project manager to receive binding information, as well as all for all questions resulting from the performance of the contract. The project manager shall immediately provide information and make or communicate decisions. Decisions and information from other individuals shall only be binding for the contractor and the contractor's

personnel, if made or confirmed by the project manager in writing.

9.6 In general, only the contractor's project manager shall be the contact person for the customer's project manager for complaints in case of a faulty performance on part of the contractor. Complaints regarding the contractor's performance shall not be made to any other customer personnel.

9.7 The contractor ensures that any and all deployed personnel read and follow the regulations regarding confidentiality, privacy, plant safety, the informational sheet regarding the German Federal Data Protection Act, the flyer regarding emergencies, as well as the customer's information security guidelines provided by the customer.

9.8 Upon request, the contractor shall inform the customer with appropriate frequency regarding the status of the project, compliance with contractual requirements, and provide interim results. In addition, the customer is entitled to requesting the corresponding documents and statements in this regard.

10 Personnel deployment in end consumer facilities

10.1 If the contractor provides services in the context of this agreement in the facilities of the customer's end consumer, the contractor and customer shall remain responsible for their respective personnel. This means that neither the contractor's personnel, nor the customer's personnel shall be integrated into the end consumer's operation. Furthermore, no collaborative work and no direct communication shall occur between the contractor personnel, the customer's personnel, and the end consumer.

10.2 Any project-based coordination, instruction, or comparable communication with the end consumer shall be exclusively handled by the project manager appointed by the customer as described in 9.3. This project manager is the exclusive contact person for end consumers, as well as for the contractor's project manager with respect to the services provided in the context of this agreement to the customer's end consumer. Furthermore, the above-mentioned provisions detailed from 9.3 to 9.6 apply correspondingly.

11 Minimum wage

11.1 The contractor shall be obligated to pay employees the legal minimum wage, if the employees are subject to these provisions. Upon request, the contractor shall furnish the customer with appropriate proof in the form of documents (in particular, if applicable, documents according to § 17 Para. 1 German Federal Minimum Wage Law (MiLoG), clearance certificates of the authorized benefits office or the German holiday pay fund, etc.) for the entire duration of the contract up to six months after the contract termination within 14 days.

11.2 The contractor shall exempt the customer from any third-party claims (particularly contractor personnel, contractor clients, the German Federal Labor Office) with regard to violations of the obligation to pay the legal minimum wage upon the first request.

11.3 The contractor is obligated to subject potential subcontractors to the same extent of proof in regards to payment of legal minimum wage, as well as the customer exemption, to which the contractor is subjected to in accordance with 11.1 and 11.2. If the subcontractor

commissions further subcontractors, the contractor shall ensure that all other subcontractors are also subject to these provisions.

11.4 The contractor is liable to the customer for all third-party claims resulting from the violation of the provision to pay the legal minimum wage by the subcontractors.

12 Remuneration

12.1 In general, the customer shall pay the contractor for services rendered either based on expenditure or a fixed rate. The following clauses apply.

12.2 Unless otherwise agreed, the following provisions apply for payment based on expenditure:

a) A payment based on expenditure agreed-upon in the contract constitutes remuneration for the expenditure of time for the contractually owed services.

b) Payment based on expenditure shall become due after the receipt of a verifiable invoice, a statement of services rendered signed by the contractor and countersigned by the customer, as well as a successful quality check.

c) The signature of the statement of services rendered by the customer does not confirm that the work was completed at the required quality standard.

d) The quality check is conducted after the fulfillment of the requirements named under c) and no later than after the written and successful receipt by the customer or end consumer.

e) Travel times for required business travel from the place of deployment are calculated at 50 % of the applicable hourly rate. No further claims of reimbursement for travel time exist.

12.3 Unless otherwise agreed, the following provisions apply for payment based on a fixed rate:

a) A fixed rate agreed-upon in the contract constitutes remuneration for all contractually owed services.

b) A fixed rate shall be due after the provision of the service and successful quality check.

12.4 All agreed prices are subject to the legal sales tax and include all additional costs, particularly costs for travel, travel times, transportation, and customs.

12.5 In the event of incorrect, faulty, or partial deliveries, the customer is entitled to withholding payment until proper fulfillment.

12.6 Unless otherwise stipulated, remuneration shall be due 30 days after the receipt of a verifiable invoice, generally, however, only after the successful quality check of work products. The invoice shall contain the customer's order number, as well as details regarding the provision of services (such as time, place, service rendered), unless a fixed rate is agreed.

12.7 On payments received within 14 days of the receipt of the verifiable invoice, the contractor shall grant the customer a cash discount of 3% of the billed amount.

12.8 The contractor shall only be entitled to withhold payments or

services and work products, or to charge counterclaims, if the claims made by the contractor from the same legal relationship are either confirmed by the customer in writing, or based on a legally-binding decision from court proceedings. The transfer of claims made by the contractor against the customer to third-parties is excluded.

13 Delays

In the event of delays, the customer is subject to the legal entitlements. In addition, the customer shall be entitled to a contract penalty of 0.5 % of the total order value per delayed day.

If the contractor exceeds a scheduled delivery date by more than 7 calendar days, the customer shall be immediately entitled to withdrawing from the contract.

The contractual penalty may be claimed until the final payment.

A contract penalty due to a payment delay of the contractor shall be credited to further compensation claims.

Additional customer claims due to the delay remain unaffected.

14 Faulty performance quality

14.1 If the service is not provided in accordance with the contract or rendered in a faulty manner, this shall be rectified by the contractor by providing the service to the customer without any additional charge within an appropriate time frame and in accordance with the contractual provisions. The prerequisite is a customer complaint, which shall be lodged within 2 weeks after gaining knowledge of the fault. If the contractor does not provide substantial portions of the services in accordance with the contractual provisions for acceptable reasons within the extended time frame set by the customer, the customer shall be entitled to rectify the fault at the contractor's expense, to have it rectified by a third party, or to terminate the contract without notice. In this case, the contractor shall be entitled to remuneration for the services rendered in the context of the contract until the date on which the termination becomes effective. Remuneration shall only be excluded for services for which the customer furnishes evidence proving that they are no longer usable or of interest to the customer within 4 weeks after the declaration of termination.

14.2 The limitation period for claims resulting from faults in performance quality is suspended if the parties are negotiating in concerns to their existence or extent, or if the contractor is investigating the existence of the fault. The suspension of the limitation period ends once the contractor informs the customer in writing that the negotiations have ended or that the results of a contractor investigation are being sent, or if the customer rejects the continuation of a fault rectification in writing. A continuation of negotiations, investigation, or rectification of faults shall result in a new suspension of the limitation period.

14.3 The right of extraordinary termination for cause remains unaffected.

15 Force majeure

If the contractor is unable to render services due to force majeure (conclusive list: war, riots, strikes, lock-outs, fire and flooding), the customer may elect to withdraw from the contract instead of a one-

sided deadline extension for the rendering of contractual services.

16 Liability

16.1 If the customer claims compensation for damages, rather than the services, the entitlement to fulfillment does not expire until the contractor pays compensation for damages.

16.2 In all other cases, the statutory provisions apply.

17 Third-party rights

If the work results delivered by the contractor violate the rights of third parties and this constitutes at least a slightly negligent violation of rights with respect to the services of the contractor, the contractor shall be obligated to exempt the customer from all resulting third-party claims, as well as all resulting costs, including costs for adequate purchase of licenses upon initial request.

18 Confidentiality

18.1 The contractor shall be obligated to maintain confidentiality and secrecy regarding any information disclosed to him/her in the context of this contract with regards to the customer and the order, either through verbal, written, electronic, or any other means (e.g. corporate and business secrets, data, technical and sales information of any kind) beyond the duration of the contractual relationship. The information shall be stored in such a way that misuse of any kind is impossible.

18.2 In addition, the contractor ensures that his/her employees, consultants, and other fulfillment aids involved in the contract performance, who receive information described under 18.1, shall be obligated to secrecy in writing.

19 Data protection and security

19.1 The contractor ensures that all persons involved in the performance of this contract follow the statutory provisions on privacy and proves their obligation to data protection guidelines and the maintenance of data secrecy.

19.2 In case of contract data processing, the contractual parties shall conclude a separate agreement in accordance with § 11 of the German Federal Data Protection Act (BDSG).

19.3 Expressively, the customer does not consent to the use of contact information for advertising purposes. The transfer, transmission, or any other processing of the customer's contact information is expressly prohibited.

19.4 In the fulfillment of the contract, the contractor is obligated to take all necessary measures to ensure secure information and operation, as well as quality assurance for the customer. The applicable customer regulations and informational sheets apply, which shall be furnished to the customer upon request.

20 Insurance

20.1 The contractor shall be obligated to maintain business liability insurance, whose extent and amount are appropriate for the risks emerging from this contract, for the entire contractual period.

20.2 Upon customer request, the contractor shall furnish proof of insurance and payment of the premiums.



21 Final provisions

21.1 The transfer of this agreement to a third party requires the written approval of the other party. On the customer side, the clause does not consider corporate group members to be third-parties (§§ 15 ff German Stock Corporation Act, AktG), as well as the customer.

21.2 The contractor is not authorized to name the customer, order details, or the customer's end consumer as a reference without their explicit written approval.

21.3 The contractual penalties described in this contract shall not exceed 5% of the total order value.

21.5 Changes, supplements, and the termination of this contract shall be made in writing according to § 126 German Civil Code (BGB). The same applies to the cancellation of the written form requirement.

21.6 The existence of this contract shall not be affected by the ineffectiveness of individual provisions or by loopholes. An ineffective clause or loophole shall be replaced with a valid provision that corresponds to the meaning and purpose of the removed provision or the rest of the provisions of this contract as much as possible.

21.7 These conditions are subject to the laws of the Federal Republic of Germany under exclusion of UN sales law. The place of jurisdiction for all legal disputes resulting from or in connection with this contract is the customer's competent and regional court.