

## **General Terms and Conditions for the Contracting of Work to Work Contractors and of Services to Service Providers**

### **Section 1 Scope of Application**

1. These General Terms and Conditions govern the contract work/services provided to us by work contractors/service providers.
2. The content of the contractual deliverables is determined by the agreements of the purchase order, the order confirmation or the contract, and the provisions of these General Terms and Conditions for the contracting of work to work contractors and of services to service providers. Our Rules for Visitors shall be observed additionally, in particular the rules of "Confidentiality for Visitors", unless more specific, differing provisions in these Terms and Conditions for Works/Services apply.
3. Agreements that deviate from these General Terms and Conditions should only be made if specifically provided for in this document, or if they are required due to the scientific / technical peculiarities of the individual case. The General Terms and Conditions of business of the Contractor shall not apply.
4. The Contractor shall treat the conclusion of the contract confidentially. Naming our company as a reference to third parties is only permitted with our written consent.

### **Section 2 Terms and Definitions**

Contractor in the sense of the provisions below is the work contractor/service provider to whom work or service orders are awarded by us.

### **Section 3 Awarding of Contract and Acceptance of Deliverables**

1. We undertake to document the precise content of the contract awarded.
2. The deliverables will be reviewed and accepted by our general management if no responsible person in our company is specified in the order confirmation.

#### **Section 4 Scope and Execution**

1. The Contractor undertakes to carry out itself the orders awarded by us.
2. The Contractor declares to be ISO-certified according to the relevant standards. The Contractor shall perform its work for us taking into account state-of-the-art science and technology in its field and using its own relevant know-how and experience.
3. The Contractor undertakes to deliver its performance in conformity with all relevant statutory regulations and technical standards, in particular DIN, TÜV and ISO directives, and to observe all safety-relevant regulations and our Rules for Visitors.
4. The Contractor undertakes not to employ subcontractors without first obtaining our written approval; we will only withhold such approval if there are objective reasons against the employment of a subcontractor.
5. The Contractor undertakes to return any items provided by us for the execution of the order promptly after completion of the work.
6. The Contractor undertakes to submit, before the start of the order and before performing the work, documented evidence of all authorizations for the execution of the contracted work by fax or scanned by e-mail. The same applies for documented evidence of the authorizations of the Contractor's agents and vicarious agents. If such documented evidence is not submitted or not submitted in time, we have the right to refuse acceptance and payment of the deliverables until all required evidence has been provided. The Contractor shall reimburse any damage caused by delay of performance due to the non-submission of documented evidence.

#### **Section 5 Acknowledgment of Rules for Visitors/Access Rights**

The Contractor acknowledges to have read and accepted our Rules for Visitors, in particular the confidentiality provisions for visitors, and all other relevant information and instructions, and undertakes to bring them to the attention of its agents and vicarious agents before the start of the order.

## **Section 6 Information, Communication and Alterations**

1. The Contractor shall inquire with us whether there are any special regulations for the deliverables and for the object to be erected (e.g. machine, installation, building structure) with respect to the deliverables, or for the service to be rendered.
2. The Contractor shall furthermore request from us without solicitation all information required for the execution of the contract. The Contractor has to check the information provided by us.
3. The Contractor shall immediately bring to our attention any alterations of the data provided by us or of the deliverables to be provided that it deems to be useful. Alterations must be confirmed in writing.
4. The Contractor's duty of notifying our company exists not only with regard to problems or defects but for the entire duration until completion of the deliverables.
5. The Contractor shall keep notes of all technical meetings with us or with third parties and number them consecutively. The meeting notes shall be submitted to the meeting partners for countersigning. Notes of meetings with third parties must be forwarded to us immediately after countersigning.
6. We will appoint a competent contact person in our company who is authorized to make decisions.

## **Section 7 Contract Changes**

1. Up until the acceptance of the work results, we shall be entitled to require the Contractor at any time to change the requirements specification, the development stages described in the requirements specifications and/or to make other changes to the deliverables to be provided by the Contractor. Change requests must be in writing.
2. The Contractor shall inform us in writing within one week after receipt of the change request about the impact that the required changes will have on the agreed deadlines for completion.
3. Necessary adjustments of the contractual performance resulting from the change shall be included in an amendment to the requirements specification.

4. Change requests, regardless of their type, that lead to development costs and/or changes in the target price must be explicitly confirmed by us in writing to become binding.

### **Section 8 Calculations and Plans for the Contracted Deliverables**

1. We will provide the plans, dimensions etc. required for executing the deliverables.
2. Unless otherwise agreed, calculations and plans shall be drawn up in conformity with the applicable DIN standards and documented according to the system specified by us. Amendments resulting from test entries or technical discussions shall be entered continuously. Documents provided to the Contractor shall be continuously updated by the Contractor with all indices and kept up to date.
3. Where calculations and plans refer to plants and machines, the makes and types used must be stated. Where calculations and plans refer to building structures, the construction materials and their quality grades must be stated. This information must be sufficiently precise to allow a clear categorization.
4. The Contractor's plans shall be checked for compatibility with the object concerned.

### **Section 9 Use of Plans, Calculations, Programs and Other Documents**

1. All documents, plans and calculations provided to the Contractor remain our property. They may only be used, and disclosed to third parties for the contractually agreed purposes. We reserve all rights to documents and other work results produced according to the Contractor's instructions.
2. The Contractor's sole responsibility for the deliverables provided is not affected by our approval of plans, calculations and other technical documents. This applies also to suggestions and recommendations made by us and to changes discussed between us and the Contractor, unless the Contractor objects explicitly in writing.

### **Section 10 Local Measurements**

1. The Contractor shall take all of the measurements for construction joints on existing constructions or building structures on site. Plans provided to the Contractor must be checked to see whether they reflect the situation on site.

2. Any deviations found must be taken into account for the measurements.

### **Section 11 Deadlines, Delays**

1. If the Contractor becomes aware that the deadlines agreed cannot be met, we must be informed immediately. This shall not affect the Contractor's obligation to meet the agreed deadlines.
2. We will inform the Contractor immediately about any delays on our part.
3. If the Contractor is in default and a reasonable period of grace granted by us has elapsed without result, we shall have the right to execute the outstanding deliverables ourselves or to have them executed by a third party at the Contractor's expense. Any documents required for this that are in the Contractor's possession must be handed over to us without delay. Where the execution of the deliverables by us or by a third party is hindered by property rights, the Contractor is obliged to provide us without delay with an exemption from such property rights.
4. Instead of taking the measure outlined in the above paragraph, we have the right to withdraw from the contract if the Contractor is in default and a reasonable period of grace granted by us has elapsed without result.
5. In addition to the provisions set out in the above paragraphs, statutory regulations apply.

### **Section 12 Prices**

1. The agreed prices are fixed prices quoted exclusive of the applicable value added tax.
2. Where a lump sum has been agreed, it includes all of the deliverables to be provided under the contract as well as the expenses and incidental costs incurred by the Contractor.

### **Section 13 Settlement of Accounts on Termination**

1. If we exercise our contractual or statutory right of termination due to a breach of contract by the Contractor, any deliverables executed by such time will only be settled at the prices stipulated in the contract if they can be used by us for their intended purpose. The settlement will be based on the contract.

2. Any damage to be compensated by us will be taken into account for the settlement.

### **Section 14 Payment**

1. We will make payments only against invoice in accordance with legal tax provisions. All payments made by us must be stated in the final invoice.
2. The final invoice shall be issued not later than 4 weeks after all services have been provided or all work been accepted.
3. The invoice shall be in sufficient detail to allow us a verification of each individual deliverable listed.
4. We make payment after acceptance of the work/provision of the service; down payments are only accepted subject to prior agreement.
5. Payments made by us do not constitute an acknowledgment of the correctness of the accounts or the acceptability of the deliverables invoiced.
6. If a lump sum has been agreed for works, the fixed lump sum will be paid at the earliest on completion of the works, or, in the case of works subject to acceptance, after such acceptance.
7. Contractor's claims arising from this contract cannot be transferred to a third party without our written consent.

### **Section 15 Use of Machines**

1. The agents and substances used in machines and plants must be those specified by the manufacturer or, failing such specification, agents and substances that are suitable based on the state of the art.
2. We will provide information on the suitability if necessary.
3. The Contractor shall provide information about the agents and substances used.

### **Section 16 Safety Precautions for Welding**

1. For welding and work involving the use of naked flames, such as brazing, cutting etc., a hot work permit (welding certificate) must be obtained prior to starting such work. The welding certificate must be in conformity with the provisions of DIN EN 287-1 and 2.
2. Welding in potentially explosive atmospheres is forbidden.
3. After completion of the work, any flammable liquids, dust, fluff, oily residues etc. must be removed from the place of work and the adjacent areas. The working zone must be sufficiently ventilated to prevent the formation of an explosive mixture. Flammable floors must be wetted. The observance of these safety precautions must be thoroughly and repeatedly verified after the work.
4. The Contractor undertakes to equip places where welding will be performed with suitable fire extinguishers and extinguishing agents, to employ trained fire safety personnel, to carry out a follow-up check and to request approval for works where there is a risk of fire.
5. Approval will be granted by the General Management or by the construction supervision unit in consultation with the fire prevention officer.
6. The supervisor in charge is obliged to acknowledge the receipt of this approval in writing.

### **Section 17 Liability**

1. Our liability for loss, destruction of or damage to items brought from outside is excluded insofar as no grossly negligent or intentional breach of obligations on our part can be proven.
2. If gross negligence or intent can be proven, we shall be liable in accordance with statutory provisions.

### **Section 18 Contractor's Liability for Damage**

1. The Contractor shall be liable for any damage caused to us through the Contractor's fault or through the fault of its agents or vicarious agents, including any subcontractors.
2. Any responsibility on our part shall be taken into account.

### **Section 19 Warranty**

1. The warranty period starts with the written acceptance of the Contractor's deliverable.
2. The legal warranty periods shall apply.
3. The Contractor shall draw up an extensive and detailed documentation of all deliverables provided and hand it over to us with the deliverables.
4. The Contractor shall provide warranty for rework or substitute delivery to the same extent as for the original deliverable. The right to assert claims for defective rework or substitute delivery is subject to a time bar of 6 months after handover and/or acceptance of the reworked deliverable, but not before expiry of the original warranty period.

### **Section 20 Confidentiality; Proprietary Rights and Copyright**

1. The Contractor undertakes to treat all technical and commercial information provided by us in the context of the contract's execution in strict confidence and to use it solely for the execution of the contract. The Contractor will disclose such information only to those employees and subcontractors that require them for the execution of the contract, and commit these employees or subcontractors to the same confidentiality. The duty of confidentiality will remain in force after the execution of the contract.
2. The Contractor's sole responsibility for the deliverables provided is not affected by our approval of plans, calculations and other technical documents. This applies also to suggestions and recommendations made by us, and for changes discussed between the Contractor and us, unless the Contractor objects explicitly in writing.
3. Such duty of confidentiality does not include information that is in the public domain or that was disclosed to the Contractor by third parties in a legally valid way without violation of the duty of confidentiality prior to conclusion of the contract or after it.
4. The Contractor shall notify us immediately of any inventions made on the Contractor's part during the execution of the contract. We are the sole owners of all property rights, rights of use and all other rights with regard to all results (including all inventions, know-how, test reports, studies, developments, suggestions, ideas, designs, samples, models, templates etc.) achieved by the Supplier in the context of a business relationship with us.
5. Insofar as the deliverable comprises software, the rights of use are not limited to the object code. We shall also be entitled to demand disclosure of the source code and the



documentation. We shall be entitled to demand disclosure at any time, including during ongoing development.

### **Section 21 Final Provisions**

1. Except for special agreements for works/services, the place of performance is our place of business.
2. Our Business Partner Code of Conduct is also part of our contractual relationship. ([https://www.in-tech.com/assets/Downloads/code\\_of\\_conduct\\_in-tech\\_en\\_pdf.pdf](https://www.in-tech.com/assets/Downloads/code_of_conduct_in-tech_en_pdf.pdf))
3. The place of performance for payments is the Contractor's place of business.
4. If a provision of these General Terms and Conditions for the contracting of work should be ineffective or become unenforceable, the effectiveness of the other provisions shall not be affected. The Parties will endeavor to replace such an ineffective provision with another provision which is most closely in keeping with the original provision of these General Terms and Conditions General Terms and Conditions for the contracting of work.
5. The competent courts at our place of business shall have jurisdiction in the case of disputes. Alternatively, we have the right to file a suit at the Contractor's general place of jurisdiction.
6. In addition to the provisions of the present contract, only the laws of the Federal Republic of Germany shall apply.

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