General Purchasing Conditions of the Neumann&Müller Group

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General Purchasing Conditions of Neumann & Müller GmbH & Co. KG and companies affiliated with it within the meaning of Article 15 of the German Stock Corporation Act (AktG) (hereinafter consistently referred to as “N&M”).

A. AREA OF VALIDITY AND APPLICATION OF THE GENERAL PURCHASING CONDITIONS

1. These General Purchasing Conditions shall apply only to companies, legal entities under public law or a special fund under public law within the meaning of Article 310 para. 1 of the German Civil Code (BGB).

2. These General Purchasing Conditions shall apply exclusively. Deviating or conflicting conditions shall not be recognised by N&M, unless N&M has explicitly recognised them in writing. By accepting orders, the Contracting Partner recognises these conditions even if his business or purchasing conditions conflict with these General Purchasing Conditions. These General Purchasing Conditions shall also apply to future contracts between the Parties without the need for another reference to these General Purchasing Conditions.

3. These General Purchasing Conditions are divided into general conditions (B.) and specific conditions for the relevant contract types (C. to E.). The general conditions shall apply to all of the contract types named in these General Purchasing Conditions. The specific conditions shall always apply in addition to the general conditions for the contract types named in the specific conditions.

4. If the contract concluded between the Parties contains elements of various contract types, the appropriate pertinent provision of these General Purchasing Conditions shall apply to each of the contract elements concerned. For example, if there is a combined rental and works contract, the provisions under E and B of these General Purchasing Conditions shall apply to the rental section and the provisions under D and B of these General Purchasing Conditions shall apply to the works contract section. Therefore, the provisions of the relevant contract type shall be applicable to the general conditions for every performance. If the provisions conflict, the provisions of the contract type that forms the economic focal point shall apply with priority.

B. GENERAL CONDITIONS

I. Concluding Contracts

1. Only contracts concluded and orders awarded in text form shall be binding for the Parties. Oral arrangements and collateral agreements shall become binding only after confirmation by N&M. The same shall apply to subsequent amendments and supplements to contracts and orders.

2. If a Contracting Partner does not accept an offer to conclude a contract or an order from N&M within 2 weeks of receipt, N&M shall be entitled to cancel.

3. Cost estimates are binding and shall not be remunerated unless something different was explicitly agreed by the Parties.

II. Delivery Deadlines, Contract Deadlines and Delay Penalties

1. The deadlines and schedules cited in the contracts and orders are binding. This applies in particular to contractual delivery deadlines and contractual completion schedules. The performance of the agreed services at the agreed place of performance (e.g. by handing over the goods to be provided at the place of delivery is the case of purchase or rental contracts) shall be decisive for compliance with the delivery deadline or schedule. If works contract law applies, acceptance of the delivery or performance shall be decisive for compliance with the delivery deadline or schedule.

2. Unless otherwise agreed, if the Contracting Partner is delayed in providing his performance or delivery, N&M may - in addition to further-reaching statutory or contractual claims - demand flat-rate reimbursement for the damage caused by the delay in the amount of 0.15% of the net price per completed calendar day, however, in total no more than 5% of the net price of the goods delivered late or the service provided late. N&M reserves the right to prove that higher damages have been incurred. The Contracting Partner reserves the right to prove that no damage whatsoever or only much less severe damages have been incurred.

3. The Contracting Partner shall undertake to inform N&M in text form without undue delay if an agreed deadline or an agreed schedule - for any reason whatsoever - probably cannot be complied with.

4. Partial deliveries and partial services by the Contracting Partner shall be permitted only after the explicit consent of N&M in text form (email). Additional costs caused by partial deliveries or partial services shall be borne by the Contracting Partner, unless the Parties have explicitly agreed otherwise.

5. A delivery and/or transfer of the goods by the Contracting Partner before the delivery deadline agreed for it shall be permitted only with the prior consent of N&M in text form (email shall suffice) and shall otherwise be excluded. If N&M accepts a delivery before an agreed delivery deadline, N&M shall not be required hereby to pay the agreed remuneration before the due date originally agreed for payment of the remuneration.

III. Prices and Remuneration

1. Unless explicitly otherwise agreed between the Parties, the agreed prices are fixed prices with which all performances, costs and expenses of the Contracting Partner, including freight costs, duties, transportation costs, travel expenses and costs costs for packaging, are covered.

2. If remuneration for services rendered or invoicing according to unit prices is agreed, the following regulations shall apply:

   - Remuneration shall be in return for services rendered on the basis of the remuneration rates or unit prices arising from the contract or the order. Travel times and waiting times shall not count as times of service provision.
   - The invoice shall be drawn up on the basis of a payment plan agreed between the Parties with submission of corresponding proof on the content and extent of the services rendered in the case concerned.

- Unless explicitly agreed otherwise, the order total included in the contract or order is the maximum amount of the remuneration to be paid by N&M. The Contracting Partners shall undertake to inform N&M in time if the expenditure-related invoicing is likely to exceed the order total or maximum amount named in the contract or order.

3. Costs (travel expenses, etc.) shall be reimbursed only if this has been explicitly agreed. Proper supporting documents shall be submitted to N&M as proof of costs incurred. The costs of third parties shall be proved by corresponding invoices from the third party concerned.

IV. Guarantee Rights

1. N&M's legal warranty rights are based on the statutory provisions unless explicitly otherwise agreed in these General Purchasing Conditions.

2. The Contracting Partner shall provide his performances free of material defects and legal defects. He shall work to ensure that the performances have the agreed properties and are free of material, construction or manufacturing defects at the time of the transfer of risk to N&M. In any event, those service and product descriptions that are transferred from the Contracting Partner to N&M before conclusion of the contract or that he publishes on his website or a comparable medium shall be deemed to be an agreement on the properties. In this connection, it makes no difference whether the service and product description concerned originates from the Contracting Partner or from a third manufacturer. Moreover, the agreed properties of the performances also include that the performances have been professionally manufactured, using suitable materials and comply with the state of the art, the relevant statutory provisions and the applicable regulations and guidelines from authorities, employers' liability insurance companies and specialist associations.

3. The Contracting Partner is required, at his own expense, to remove any defects to the performances without undue delay after reporting of the defect by N&M (hereinafter referred to as "supplementary performance"). At the discretion of N&M, this subsequent performance shall be either by rectification of defects or by new delivery.

4. In response to a defect report from N&M, the Contracting Partner shall contact N&M within two working days at the latest and introduce suitable fact-finding measures and action to rectify the fault ("first measures").

5. The Contracting Partner shall be responsible for all of the expenditure required for subsequent performance, in particular transport, road, installation and expansion costs as well as labour and material costs.

6. If the Contracting Partner does not meet his obligation for subsequent performance within 21 calendar days , N&M may remedy the fault itself and demand compensation for the necessary expenses for this or a corresponding advance payment from the Contracting Partner ("right of self-remedy"). If subsequent performance by the Contracting Partner has failed or is unacceptable to N&M (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), there is no need for N&M to set a deadline.

7. If subsequent performance by the Contracting Partner has failed, the Contracting Partner refuses to carry out subsequent performance or if the Contracting Partner makes no attempt at subsequent performance, in spite of requests and a deadline being set, within the subsequent performance deadline set for him, N&M shall also be entitled to reduce the remuneration by a commensurate amount and/or withdraw from this contract by means of a unilateral declaration and thus fully or partially terminate the contractual relationship. Other rights and claims shall remain unaffected by this

and reserved to N&M.

8. Rectification shall be deemed as failed after the unsuccessful first attempt at subsequent performance by the Contracting Partner unless something else arises from the nature of the goods or the defect or the other circumstances.

9. The Contracting Partner shall exempt N&M from all claims that third parties - for whatever legal reason - lodge against N&M due to a material or legal defect or another fault that is the responsibility of the Contracting Partner and shall reimburse N&M the necessary costs of litigation in this respect.

10. The warranty period is 24 months from the transfer of risk to N&M, unless there is a longer warranty period on the basis of a statutory or special contractual regulation. The course of the warranty period shall be stopped for the period starting with the sending of the defects report by N&M and ending with receipt of the fault-free delivery or service by the Contracting Partner. In the case of rectifications, new production and replacement deliveries, the warranty period for N&M shall recommence with fulfilment of the relevant defect warranty obligation by the Contracting Partner.

11. The Contracting Partner shall be responsible for the culpability of his subcontractors, vicarious agents and contracting partners in the same way as his own culpability.

V. Operating Manuals, Service Manuals, etc.

If operating manuals, work drawings, operating regulations, service manuals, spare parts lists or comparable documents (“product documents”) are necessary or standard for the operation, maintenance and/or service of the products and/or goods to be supplied by the Contracting Partner, the supply of these product documents shall be considered a key element of the service to be provided by the Contracting Partner. The product documents shall be transferred to N&M in a suitable digital version upon delivery at the latest. Unless explicitly agreed otherwise, the costs of this shall be deemed to have been priced into the remuneration for the agreed service and as covered by payment of the agreed remuneration.

VI. Product Liability

1. If a liability claim is asserted against N&M, the Contracting Partner shall be required to exempt N&M from such claims provided and to the extent that the damage has been caused by a fault in the products supplied by the Contracting Partner within the scope of his performance. In cases of fault-based liability, however, this shall apply only if the Contracting Partner is to blame. If the cause of the claim is within the responsibility of the Contracting Partner, he must prove that he is not to blame.

2. In this case, the Contracting Partner shall pay all of the costs incurred by N&M from this, including the costs of necessary litigation or legal defence.

VII. Payment Terms and Withheld Payments

1. Invoices may be submitted only after complete delivery or performance. The contract or order number and, if known, the project name must be stated in the invoice.

2. Payments shall be made by N&M subject to the proper performance or delivery as well as correct prices and calculations.

3. In the event of a defect of the goods or services supplied under warranty law, N&M shall be entitled to retain payment of the remuneration in the amount of three time the costs necessary for remedying the defect until the defect has been finally remedied by the Contracting Partner.

VIII. Offsetting and Rights of Retention

1. The Contracting Partner may offset demands only that result from the same contractual relationship and that are undisputed or have been established as final and absolute. Otherwise, offsetting is excluded.

2. Assigning claims against N&M and transferring rights and obligations of the Contracting Partner outside the area of application of Article 354a N&M shall require the prior consent of N&M in text form and are excluded without such consent.

IX. Usage Rights

If the use of commercial protected rights, copyrights or unprotected knowledge (know-how) of the Contracting Partner is necessary for the use or utilisation of the Contracting Partner's services by N&M, N&M shall receive a non-exclusive, irrevocable, time-, geographic- and content-unlimited, transferable usage right to all types of use of these commercial protected rights, copyrights and the unprotected knowledge (know-how).

X. Confidentiality

1. The Contracting Partner shall undertake to maintain secrecy without any time limits about all business secrets (cf. Article 2 No. 1 of the German Business Secrets Act) of N&M and N&M clients made and to be made available to him and his employees in association with the cooperation between the Contracting Partner and - unless necessary to achieve the purposes of the cooperation - not to record them or pass them on or use them in any other way.

2. If the Contracting Partner avails himself of assistance from third parties, the Contracting Partner shall ensure by means of suitable contractual arrangements with the third party working for the Contracting Partner that this party too shall explicitly refrain from all use, passing on or unauthorised recording of business secrets without time limit, in particular the business secrets explicitly named in para.1. The Contracting Partner shall undertake to require his own employees in particular to maintain the relevant secrecy. In any event, the passing on of business secrets shall be limited to such information that the third party concerned needs to perform his tasks. The Contracting Partner shall be liable for all damage incurred by N&M from violation of the secrecy requirement by his employees or by third parties commissioned by the Contracting Partner.

3. At the request of N&M, the Contracting Partner is required to prove without undue delay the written conclusion of the confidentiality agreements with third parties corresponding to paras 1 and 2 above.

4. The Contracting Partner is required to secure business secrets made and to be made accessible to the Contracting Partner against access and/or inspection by unauthorised parties in accordance with the state of the art.

5. All documents, data carriers, samples, drawings and other materials containing or embodying trade and business secrets of N&M (hereinafter referred to as "confidential documents") are and shall remain the property of N&M. The Contracting Partner is required to release all confidential documents - including all copies made of them - to N&M without undue delay or to destroy them at the request of N&M. In the case of destruction, this shall be confirmed in writing without undue delay by the Contracting Partner.

6. The confidentiality requirements shall not apply to such business secrets that were already generally known, i.e. published or generally accessible, at the time of receipt without the Contracting Partner violating these confidentiality requirements or that subsequently become generally known without the Contracting Partner violating these confidentiality requirements.

7. If the disclosure of business secrets is legally mandated by an authority or court, the Contracting Partner shall be entitled to disclose to the extent that the order concerned requires. In this case, the Contracting Partner is required to inform N&M without undue delay of the order requiring the Contracting Partner to disclose so that N&M is in a position to take judicial remedies or legal action against such an official or court order in time in order to prevent disclosure.

8. N&M is not required to impart, announce or disclose business secrets or to conclude further reaching agreements.

9. Conclusion of the contract shall be treated in confidence. In advertising materials, on the Contracting Partner's website and in comparable media as well as in declarations to third parties, reference may be made to the conclusion of the contract with N&M only after approval by N&M in text form.

10. Otherwise, the regulations of the German Business Secrets Act apply.

XI. Data Protection

The Contracting Partner shall undertake to process personal data transmitted to him by N&M only for the purposes for which it was transmitted to him and, when processing, to respect all statutory and contractual data protection obligations. Prior to processing, he shall require, in text form, employees and vicarious agents entrusted with processing data to comply with data secrecy.

XII. Information Security

The Contracting Partner shall undertake to take appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the Contracting Partner's operations and his deliveries and services. These measures shall be standard for the sector and contain an appropriate management system for information security in agreement with standards, such as ISO/IEC 27001 or IEC 62443 (where applicable).

XIII. Code of Conduct, Policy Statement and Supply Chain Due Dilligance

1. The Contracting Partner agrees to adhere to N&M's Code of Conduct and Declaration of Principles (collectively referred to as "N&M's Corporate Regulations") in the provision of its services. N&M's Corporate Regulations can be accessed and downloaded by the Contracting Partner at the following internet address: https://www.neumannmueller.com/de/wir/ueber-uns/unternehmenspolitik-nm. Specifically, the Contracting Partner undertakes to comply with the anti-corruption, antitrust, competition regulations, sanctions (including anti-terrorism and embargo regulations), as well as human and environmental due diligence obligations outlined in the Code of Conduct and Policy Declaration (especially obligations under the Supply Chain Due Diligence Act). The Contracting Partner must ensure, in written form, that its employees, subcontractors (where subcontracting is approved or agreed upon by N&M), and suppliers comply with N&M's Corporate Regulations.

2. Should the Contracting Partner breach these General Terms and Conditions of Purchase, the Code of Conduct, or the Declaration of Principles and fail to rectify such breaches within a reasonable timeframe upon N&M's request, N&M reserves the right to terminate the contract immediately or to withdraw from it with just cause. In cases of severe breaches, N&M may terminate the contract immediately and without prior notice. In the event of contract withdrawal, the provisions of Section 346 of the German Civil Code (BGB) shall apply, and in the case of contract termination, Section 648a of the German Civil Code shall apply mutatis mutandis.

3. Furthermore, N&M reserves the right to terminate the contract with the Contracting Partner immediately or to withdraw from it with just cause if a subcontractor or supplier of the Contracting

Partner violates the provisions of the Code of Conduct or Policy Declaration and fails to remedy the violation within a reasonable timeframe following N&M's request. The provisions of paragraph XIII.2 above shall apply mutatis mutandis in such instances.

XIV. Liability of N&M

1. The liability of N&M shall be unlimited for personal injuries (injuries to life, limb and health) resulting from negligent or deliberate infringements of duty by N&M, its legal representatives or vicarious agents.

2. In the case of material damage and pecuniary loss resulting from negligent or deliberate infringements of major contractual duties by N&M, its legal representatives or vicarious agents, the liability of N&M shall be limited to the foreseeable damage typical of the contract, but limited to a maximum of the sum insured by N&M's liability insurance policy in the amount of EUR 15,000,000.00 for material damage and EUR 15,000,000.00 for pecuniary loss. Major contractual duties are those that protect essential contractual items of the Contracting Partner, i.e. those that the contract has to grant him, the fulfilment of which actually enable the contract to be fulfilled and upon compliance with which the Contracting Partner should be able to rely. The claim for damages due to infringement of major contractual duties shall be limited to the foreseeable damage typical of the contract.

3. In the case of other material damage and pecuniary loss resulting from grossly negligent or deliberate infringements of duty by N&M, its legal representatives or vicarious agents, the liability of N&M shall be limited to the sum insured in the liability insurance policy in the amount of EUR 15,000,000.00 for material damage and EUR 15,000,000.00 for pecuniary loss.

4. Otherwise, the liability of N&M is excluded. Liability due to culpable injury of life, limb or health shall remain unaffected; this also applies to mandatory liability according to the German Product Liability Act. Moreover, the liability limitation shall not apply if N&M has fraudulently concealed a defect or, exceptionally, accepted a properties or durability guarantee or a procurement risk.

XV. Other Agreements

1. If individual regulations of these Conditions wholly or partially infringe mandatory law or are void or ineffective for other reasons, the validity of the other provisions shall remain unaffected by this. Void or ineffective provisions shall be replaced by provisions that are the closest to the economically desired regulatory purpose intended by the parties.

2. The court at the headquarters of N&M is responsible for any disputes arising from the contractual relationship or associated with it. The headquarters of N&M is in 73765 Neuhausen auf den Fildern.

3. The law of the Federal Republic of Germany shall apply. The language of the contract is German. The provisions of UN Sales Law are excluded.

C. Additional Conditions for Purchase Contracts and Contracts for Labour and Materials

I. Delivery and Shipping

1. Unless otherwise agreed, deliveries and services shall be freely unloaded at the delivery address named in the contract or order (place of performance). This delivery address is the contractual place of fulfilment for the delivery or service.

   The Contracting Partner shall enclose a delivery note with the delivery, stating the date (issue and dispatch), contents of the delivery (item numbers and number or units) as well as the order code (date and number), or send it to N&M in text form (by e-mail). If the delivery note is missing or if it is

incomplete, N&M shall not be responsible for delays in processing and payment resulting from this. Separately from the delivery note, N&M shall be sent a relevant notice of dispatch with the same content in written or text form.

2. At the request of N&M transport packaging shall be taken back by the Contracting Partner without undue delay after delivery. If the Contracting Partner does not meet this obligation, N&M shall be entitled to dispose of them at the expense of the Contracting Partner.

3. If the Contracting Partner has undertaken installation or assembly, he shall be responsible for all necessary expenses, such as travel expenses, costs for working materials needed, etc.

II. Incoming Goods Inspections

1. Without undue delay upon handover of the delivery at the agreed delivery address, N&M shall check whether it corresponds to the ordered quantity and the ordered type, whether there are externally visible transport damage or defects. Confirmations of receipt to hauliers, the railway company and mail company are not proof of the completeness or lack of defects of the delivery or service. N&M shall report defects discovered within 5 (five) working days to the Contracting Partner.

2. Complaints can be made within one month of handover of the delivery, provided that the defects are noticed only upon the delivery being put into use or processed.

III. Transfer of Risk and Ownership

1. In the case of deliveries with installation or assembly and in the case of services, the risk is transferred upon acceptance by N&M, in the case of deliveries without installation or assembly upon handover of the delivery to N&M at the agreed address.

2. Ownership of the delivery is transferred to N&M upon full payment of the agreed remuneration. All reservations of title shall expire upon payment of the agreed remuneration to the Contracting Partner.

IV. Guarantee Rights

The guarantee rights and conditions cited at number IV. of the General Conditions apply. In addition as well as a complement, the statutory provisions apply subject to the proviso that subsequent performance by the Contracting Partner shall be carried out at the correct site of the items.

V. Property Rights

The Contracting Partner shall work to ensure that N&M can use the delivery without restrictions without infringing third-party protected rights (copyrights, patents, utility models, trademarks, title protection, commercial labelling rights, etc.). If a third party asserts claims against the purchaser due to alleged infringement of such rights, the Contracting Partner shall exempt N&M from this without undue delay and support N&M at its own expense in any legal defence against the third party.

VI. Export Control

The Contracting Partner shall fulfil all requirements of applicable national and international duty and foreign trade law (“foreign trade law”). The Contracting Partner shall notify N&M at the latest two weeks after ordering and in the event of changes without undue delay of all information and data in text form and transmit all necessary receipts and documents that N&M needs to comply with foreign trade law for export, import and re-export.

D. Additional Conditions for Rental Contracts

I. Delivery and Handover

1. Unless otherwise agreed between the parties, the Contracting Partner shall deliver the rented items to N&M at the delivery address named in the contract or order (place of performance) and hand them over to N&M there. This delivery address is the contractual place of fulfilment for delivery and handover.

2. The Contracting Partner shall enclose a delivery note with the delivery, stating the date (issue and dispatch), contents of the deliver (item numbers and number or units) as well as the order code (date and number) or send it to N&M in text form (by e-mail). If the delivery note is missing or if it is incomplete, N&M shall not be responsible for delays in processing and payment resulting from this.
3. The Contracting Partner shall take the rented items back at the contractually agreed place of fulfilment and ensure return transport at his own expense. Before taking them back, he shall inspect the rented items for damage and, if the type of rented item permits, carry out an operational test. The Contracting Partner shall notify of identified defects or damage on site without undue delay.

4. Transport packaging and materials shall remain in the possession of N&M during the agreed rental period and shall be returned to the Contracting Partner upon return of the rented items.

5. If the Contracting Partner has undertaken installation or assembly of the rented items, he shall be responsible for all necessary expenses, such as travel expenses, costs for working materials needed, etc.

II. Incoming Goods Inspections

1. Without undue delay upon handover of the rented items, N&M shall check whether it corresponds to the ordered quantity and the ordered type, whether there is externally visible transport damage or defects. Confirmations of receipt to hauliers, the railway company and mail company are not proof of the completeness or lack of defects of the rented items handed over.

2. N&M shall report defects discovered within five (5) working days to the Contracting Partner. However, complaints can be made at any time after handover of the rented items.

III. Maintenance and Repair

1. The Contracting Partner is required to maintain and repair the rented items during the rental period. He shall be responsible for the necessary costs and expenses.

2. The parties understand maintenance to be measures that are necessary to remove the consequences of wear, ageing and weathering and thus to prevent damage and defects. Maintenance in particular includes testing, inspecting and servicing the items.

3. The parties understand repair to be measures to remove damage and defects that have already occurred cause by wear, ageing or weathering.

4. Consumables required within the scope of maintenance measures (e.g. lamps, haze fluids, etc.) shall be provided by N&M at its own expense. Consumables required within the scope of repair measures shall be provided by the Contracting Partner at its own expense.

IV. Guarantee Rights

The guarantee rights and conditions cited at number IV. of the General Conditions apply, subject to the

proviso that N&M is exempt from paying the rent in line with the extent of the reduction in usability for the time during which the rented items are affected by a defect that renders them unusable or reduces their usability. In the same way, N&M is exempt from paying the rent if the rented item does not have a promised property, or if this promised property subsequently fails. In addition, as well as a complement, the statutory provisions apply subject to the proviso that subsequent performance by the Contracting Partner shall be carried out at the correct site of the rented items.

V. Rent

N&M shall pay the Contracting Partner what is known as an inclusive rent, which contains all of the costs and expenses associated with use of the rented items, especially operating costs, maintenance costs, etc. If the Contracting Partner has not explicitly listed the costs for delivery and return transport in his quote to N&M, the costs and fees associated with this shall be deemed to have been priced into and included in the inclusive rent.

VI. Rental Period and Early Termination

1. The contractually agreed rental period shall apply. If a rental period has not been explicitly agreed, a daily basis rental of the rented items shall be deemed to have been agreed.

2. The rental period shall commence with the handover of the rented items to N&M and end with the return of the rented items to the Contracting Partner. In the event of return consignment or return transport of the rented items, the rental period shall be deemed to have ended upon arrival of the rented items at the Contracting Partner's location..

3. N&M shall be entitled to terminate the rental contract early in text form (e.g. email) at any time with notice of 24 hours to the Contracting Partner and thus end the rental contract. In the event of such a termination, N&M shall pay the Contracting Partner the rent for the rental period up to the time of termination plus a total expenditure flat rate (compensation) in the amount of 5% of the total order value (net). Any claims from the Contracting Partner above and beyond this are excluded.

VII. Insuring the Rented Items

1. The Contracting Partner shall insure the rented items at his own expense against the risk of loss, destruction or damage (in particular, fire and water damage, transport damage, damage to the rented items during use and loss of the rented items) (material insurance).

2. In the event of the loss of, destruction of or damage to the rented items, the lessor shall undertake to address his claims only to the provider of the material insurance and he now waives any claims for damages to be made against N&M due to cover by this material insurance.

VIII. Transferring Use to Group Companies and Group Employees

N&M shall be permitted to transfer the rented items to affiliated companies and employees of affiliated companies for use without the prior consent of the Contracting Partner. In the event of such a transfer of use, N&M shall be just as liable for any damage to the rented items caused by the affiliated company concerned or by an employee of the affiliated company as for its own culpability.

IX. Property Rights

The Contracting Partner shall be liable for ensuring that N&M can use the delivery without restrictions without infringing third-party protected rights (copyrights, patents, utility models, trademarks, title protection, commercial labelling rights, etc.). If a third party asserts claims against the purchaser due to alleged infringement of such rights, the Contracting Partner shall exempt N&M from this without undue delay and support N&M at its own expense in any legal defence against the third party.

X. Export Control

The Contracting Partner shall fulfil all requirements of applicable national and international duty and foreign trade law ("foreign trade law"). The Contracting Partner shall notify N&M at the latest two weeks after ordering and in the event of changes without undue delay of all information and data in text form and transmit all necessary receipts and documents that N&M needs to comply with foreign trade law for export, import and re-export.

E. Additional Works Contract Conditions and Service Conditions

I. Services and Providing Services

1. These Additional Works Contract Conditions and Service Conditions shall apply to all works and services contracts between N&M and the Contracting Partner, and shall supplement the General Conditions. In the event of conflicts or deviations from the General Conditions, these Additional Works Contract Conditions and Conditions for Services shall have precedence over the General Conditions.

2. If the provision of work has been agreed, the Contracting Partner shall owe a successful completed service. If the agreed service comprises individual partial services to be provided by him, the Contracting Partner shall owe the success of the overall service. If third parties are involved in providing and implementing the overall service, the Contracting Partner is required to cooperate proactively and benevolently with the third parties concerned and to work towards the success of the overall service.

3. If the provision of services has been agreed, the Contracting Partner shall owe the provision of the promised services in the agreed way and to the agreed extent. In this case, the Contracting Partner shall always owe the provision of high-quality services.

4. The Contracting Partner shall undertake to provide the agreed services professionally, taking account of the relevant generally recognised rules of technology for the services, the relevant commercial safety and fire protection regulations, the relevant public-law provisions on environmental protection and industrial safety, the relevant accident prevention provisions, the relevant provisions of the employers' liability insurance companies and comparable public-law provisions.

5. The Contracting Partner shall affirm that he has the necessary expertise, capability and reliability for the provision of his services and that he has all the permits and approvals required for the provision of his services. The Contracting Partner shall complete the work(s) with his own equipment.

6. The Contracting Partner shall provide the workers required for the provision of his service. The number and choice of the worker used shall be governed by the Contracting Partner. They shall be subject only to his right to issue instructions. Employees of N&M shall not issue instructions to employees of the Contracting Partner. Technical instructions within the context of performing the work shall be issued only at the level of responsibilities previously specified among the parties. The Contracting Partner himself is responsible for supervising the work being carried out by his workers.

7. The Contracting Partner shall explicitly affirm that all of the people he employs have been correctly hired and employed and that the valid and applicable statutory requirements with respect to the minimum wage, income tax, social security, residence and work permits and comparable statutory requirements are met by all of the people he employs. An infringement of one of these points by the Contracting Partner shall entitle N&M to the immediate extraordinary termination of the contract.

8. The Contracting Partner himself shall ensure any required accommodation at the place of performance and the travel for his workers and himself at his own expense.

9. The Contracting Partner's workers must be clearly identifiable to outsiders as employees of an outside company. The Contracting Partner shall ensure this at all times. The Contracting Partner shall provide his workers with the personal protective equipment (PPE) to be worn while providing the service and any tools required.

II. Subcontractors

The Contracting Partner shall provide the commissioned services independently; no third party may be subcontracted to perform the services wholly or in part without the consent of N&M in text form. In the event of subcontracting approved by N&M, the Contracting Partner shall remain responsible for the service and shall be liable to N&M for the contractual performance of the service.

III. Duties to Cooperate and Materials Provided by N&M

1. Any duties to cooperate, inform and materials to be provided by N&M (hereinafter referred to as “acts of cooperation”) shall be notified by the Contracting Partner before conclusion of the contract including details of the time of need and agreed in the contract concerned.
2. N&M shall perform the agreed duties of cooperation at the agreed times.
3. The Contracting Partner shall complain about insufficient or late acts of cooperation by N&M in text form without undue delay. If the Contracting Partner refrains from the complaint or issues it too late, he cannot invoke an act of cooperation that has not been carried out properly.
4. Information and materials provided by N&M shall remain the property of N&M and shall be treated accordingly with the requisite care by the Contracting Partner and handed over to N&M on acceptance or, if a handover is not possible, deleted.

IV. Remuneration

1. Unless explicitly otherwise agreed in text form between the parties, the agreed prices are fixed prices with which all performances and expenses of the Contracting Partner, including travel expenses and other expenditure, are covered.
2. If remuneration for services rendered has been agreed, the following regulations shall also apply:
   - The remuneration shall be paid according to the actual services rendered on the basis of the remuneration rates resulting from the contract. Travel and waiting times shall not count as times of service provision.
   - The invoice shall be drawn up according to a payment plan agreed for this purpose, with submission of corresponding proof on the content and extent of the services rendered in the case concerned.
   - Unless explicitly agreed otherwise, the order total included in the contract is the maximum amount of the net remuneration to be paid by N&M.
   - The Contracting Partner shall be required to inform N&M in time if the expenditure-related invoicing is likely to exceed this maximum amount. The Contracting Partner shall be entitled to remuneration exceeding the maximum amount only if N&M has approved the additional costs incurred in text form.
3. Travel expenses shall be reimbursed only if and to the extent that this has been agreed or N&M has explicitly approved reimbursement in writing in the specific case. Original documents shall be submitted to prove the expenditure incurred.

V. Acceptance of Work, Transfer of Risk and Property Rights

1. All services of the Contracting Partner shall be accepted formally. Notional acceptance or acceptance by being put into use are excluded.

2. Acceptance shall be documented in text form by the parties in a joint acceptance report.

3. N&M shall be entitled to refuse acceptance if the services of the Contracting Partner have major defects. There shall also be a major defect that entitles N&M to refuse acceptance if not all of the revision plans, inventory plans, documentation and operating manuals required for long-term use and operation of the services have been submitted at the time of acceptance at the latest. The Contracting Partner shall remedy major defects without undue delay and once again offer the service to N&M for acceptance.

4. The principle of overall acceptance of the services provided by the Contracting Partner shall apply. In the case of explicitly agreed partial acceptances, overall acceptance shall be deemed to have taken place when all of the partial acceptances have been completed. For overall acceptance, the interaction between the services to be accepted and previously accepted services must be checked and assessed. If a defect is detected here, the defect shall be deemed to lie in part of the service to be accepted. The guarantee deadline for the services to be rendered according to the contract shall uniformly start with completed overall acceptance.

5. The risk shall be transferred to N&M on acceptance. In the same way, ownership of the work and to all associated components, substances, by-products and other work results shall be transferred to N&M on acceptance. Any simple, extended or expanded retention of title by the Contracting Partner is excluded.

VI. Changes to Services

1. N&M can request changes to the type, extent, time and place of the service. The Contracting Partner shall review the change request without undue delay, but at the latest within 5 working days, and notify N&M of their impacts on technical implementation, costs, schedule or agreed contract and delivery deadlines in text form. If this change request is unacceptable or impracticable for the Contracting Partner, he shall notify this within the above-mentioned deadline and justify it in text form.

2. The Contracting Partner shall be required to implement cost-neutral implementable change requests without additional remuneration. For all other change requests, the parties shall conclude an appropriate supplemental agreement in text form.

3. Where applicable, the same or comparable unit prices shall apply to the same or comparable items.

VII. Guarantee Rights

The guarantee rights and conditions cited at number IV. of the General Conditions apply. In addition as well as a complement, the statutory provisions apply subject to the proviso that subsequent performance by the Contracting Partner shall be carried out at the correct site of the item, provided that the service is performance on an item or is embodied in an item.

VIII. Rights to Work Results/Copyrights

1. N&M shall receive from the Contracting Partner the exclusive, time, locational and content unlimited right to use the services, associated further work results and any documentation (hereinafter referred to as “performance results”) in all known and future known ways, in particular to store, save, process or redesign in another way and to reproduce, disseminate or distribute, make accessible or demonstrate them in another way in unchanged or changed form.

2. N&M shall be entitled to make future changes and additions as well as processing to and redesigns of the processing results irrespective of need without the consent of the Contracting Partner and any third parties commissioned by him.

3. If changes and additions, as well as processing and redesigns of the performance results are carried out by the Contracting Partner for N&M, they shall be covered by this contract.

4. N&M shall be entitled to publish information about the performance results developed by the Contracting Partner even without stating the name of the Contracting Partner or third parties commissioned by him.

5. Due to the comprehensive granting of usage rights to N&M, the Contracting Partner shall not be authorised to use the performance results and any documentation in unchanged or processed form in all known and future ways and/or to transfer them to third parties in any way. However, the Contracting Partner shall not be prevented from developing programmes with a similar remit for third parties.

6. If existing commercial protected rights, copyrights or unprotected knowledge (know-how) of the Contracting Partner are used while fulfilling this contract and if they are necessary for utilisation of the work results by N&M, N&M shall be granted a non-exclusive right to use the commercial protected rights, copyrights and unprotected knowledge (know-how). This shall contain all of the usage types named.

7. The transfer of the usage and utilisation rights from the Contracting Partner to N&M shall be covered by payment of the contractually agreed remuneration.

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