

Fundamentals

Offer

The tender must be submitted free of charge and in the specified form. It shall be binding for a period of 6 months from the date of the tender, unless a different binding period is specified in the tender documents or a different period is specified by the tenderer, where permissible.

For machines, devices or other work equipment, a declaration of conformity with the relevant European standards must be available or provided as part of the service to be provided and documented by CE marking. In addition, operating instructions in German must be supplied. All associated costs are included in the tender price, unless this is permitted and expressly excluded.

Proof of environmental compatibility, such as the award of the "Blue Angel" eco-label, must be enclosed.

Hazardous substances must be specially labeled in accordance with the applicable Hazardous Substances Ordinance (see also Section 6).

If the object of the order or individual components constitute hazardous waste in the event of subsequent disposal, this must be pointed out and possible disposal must be indicated.

In the case of non-consumer goods, the costs for taking back the goods for disposal after use

must be shown separately. Otherwise, return and disposal free of charge shall be deemed to have been agreed and shall not be remunerated separately by the client.

Order

Only the written and signed version of the order shall be binding for the entire content of the client's order in addition to the other contractual annexes (cf. Section 1 (1)).

Order confirmation

Receipt of the order must be confirmed in writing without delay.

If the order confirmation deviates from the content of the order, this must be justified and shall be deemed a new contractual offer. The same applies if the order confirmation deviates from the original offer or from the order and contains delivery reservations or approvals.

Place of fulfillment

If the ordering organization specifies a place of performance in the order, this shall be deemed the place of performance. Otherwise, the place of performance shall be Munich.

Deviations from this require the written consent of the client.

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1. Material scope of application

(1) The following terms and conditions apply to all contracts for services to be concluded by

the facilities of MÜNCHENSTIFT GmbH, in particular for service, purchase and work contracts as well as for contracts for the delivery of movable goods to be manufactured or produced.

Insofar as this does not conflict with mandatory statutory law, the following order of precedence shall apply as the basis for the execution of the order:

- 1.1. the wording of the order (order or award letter or contract) including any service descriptions and annexes;
 - 1.2. as far as agreed: Supplementary contractual conditions;
 - 1.3. the following "Additional Terms and Conditions of Contract" of MÜNCHENSTIFT GmbH;
 - 1.4. the relevant trade law regulations for the objects of performance in the respective applicable version;
 - 1.5. the Workplace Ordinance and Workplace Guidelines as amended from time to time;
 - 1.6. the relevant laws (including the respective ordinances and regulations or provisions issued in this regard), decrees, ordinances and directives of government bodies including the EU and in particular, but not only, trade and other supervisory authorities, public utilities, employers' liability insurance associations, Deutsche Telekom AG and other responsible network operators, the Association of Property Insurers and all relevant official regulations and local statutes relating to the services, as amended from time to time;
 - 1.7. the "General Terms and Conditions of Contract for the Execution of Services" (VOL/B) as amended from time to time.
- (2) By submitting an offer, the bidder confirms that it has reasonably taken note of the content of these "Additional Terms and Conditions of Contract" of MÜNCHENSTIFT GmbH before submitting an offer and accepts them; these shall thus become part of the offer and, upon its acceptance, part of the contract. The applicability of the bidder's/contractor's general terms and conditions is excluded, even if the bidder/contractor refers to them and reasonably takes note of them.
- (3) Deviations from the "Additional Terms and Conditions" shall only be effective if they have been expressly designated as deviations and confirmed in writing by the client.
- (4) Should individual provisions of these "Additional Terms and Conditions" not apply for

any reason, this shall not affect the applicability of the remaining provisions.

2. Changes in performance

- (1) The service that is the subject of the contract can be changed by written agreement.
- (2) The Contractor shall bear the risk of proper fulfillment of the changed service unless it has expressed sufficiently specific concerns in good time in advance. If the Contractor has expressed concerns in good time in advance and in sufficiently concrete terms, the Client shall bear the risk with regard to these concerns.
- (3) If a change in performance results in additional or reduced costs, the Contractor must inform the Client of this immediately and provide the Client with evidence of this change in a manner that is comprehensible to the Client. The new price must be agreed before the change in performance is carried out. Effects on other contractual conditions, in particular on execution deadlines, must be taken into account and require the prior consent of the client.
- (4) Services performed by the Contractor without an order or in unauthorized deviation from the contract shall not be remunerated. Such services must be taken back and/or removed upon request within a reasonable period of time, otherwise they may be returned and/or removed at the Contractor's expense and risk.

3. Implementation documents

- (1) The execution documents provided to the Contractor in textual, pictorial or figurative form may not be published, reproduced or used for any purpose other than the agreed purpose. They must be returned to the client after completion of the order at the latest.
- (2) If the contract is awarded on the basis of a sample provided by the Contractor, this shall, unless otherwise agreed, become the property of the Client without being offset against the service or separate remuneration.

4. Execution of the service, use of subcontractors/third parties

- (1) The Contractor may only transfer the performance of the service or significant parts thereof to others via the subcontractors named in the order with the prior consent of the Client. In doing so, he must involve small and medium-sized enterprises appropriately.

The obligations of the Contractor applicable to the execution of the order shall, insofar as legally permissible, also apply mutatis mutandis to third parties engaged by the Contractor.

- (2) At the request of the Client, the Contractor shall provide suitable declarations and evidence of suitability for planned subcontractors and for subcontractors already employed at this time to the extent required by the Client, in particular information on the company and references with contact details of contact persons that enable verification by the Client. If the Contractor fails to provide this evidence without delay or if the Client has doubts about the suitability of the subcontractor, the Contractor shall immediately withdraw the subcontractor from the provision of services or not use it. The Contractor shall be liable for a subcontractor in the same way as for its own services and employees. The Contractor may not agree less favorable terms with subcontractors than those agreed with the Contractor for the performance of the contract.
- (3) The Contractor is responsible for the fulfillment of legal, official, tax and trade association obligations as well as other obligations within the meaning of section 1.6 vis-à-vis his employees and other third parties employed by him. The Contractor shall provide evidence of the fulfillment of these obligations at the request of the Client. The Contractor shall indemnify the Client against all claims asserted against the Client in the event of a breach by the Contractor or a subcontractor of the obligations specified in this paragraph.
- (4) The Contractor shall only deploy suitable, competent and reliable employees and shall always keep them available and deploy them in sufficient numbers. The Client shall be entitled to check the personnel deployed, in particular with regard to their reliability, and to reject certain persons if, in its reasonable opinion, they are unsuitable, in particular unreliable.
- (5) The Contractor, its vicarious agents and other third parties employed by it must follow the Client's instructions when performing services on the Client's premises or property. If essential instructions are violated, the client may withdraw from the contract without setting a deadline.
- (6) The Contractor and the Client shall be liable for personal injury, property damage or financial loss within the scope of the statutory

provisions. Product liability for the service, including any supplies, shall be the sole responsibility of the Contractor. The use of subcontractors and their involvement in liability does not release the Contractor from its sole obligation to the Client to fulfill the contract in full and in accordance with the contract and does not release it from its sole liability to the Client.

- (7) During business hours, the Client may inform itself at the Contractor's plant about the contractual performance of the service, in particular about the technical conditions and delivery deadlines. The Client shall only carry out inspections to the extent necessary and shall take reasonable account of the Contractor's operating procedures. The parties shall agree on the time and type of inspection in good time.
- (8) The above paragraphs shall apply accordingly to the use of indirect subcontractors. Insofar as this contract refers to "personnel", "employee(s)", "deployed personnel", "deployed employees" or similar, this shall mean both the personnel deployed directly by the Contractor and the personnel deployed by the direct or indirect subcontractors, even if this is not listed separately in each case. The provisions of this contract shall be applied accordingly, unless this is excluded due to the nature of the provision.

5. Obstruction and interruption of performance

- (1) The Contractor shall immediately notify the Client in writing of any impediments to the proper performance of the service, stating the reasons.
- (2) If a duly notified impediment leads to an interruption in performance for which neither party is responsible, either party may withdraw from the contract in whole or in part with immediate effect by written declaration after a three-month interruption in performance.

6. Delivery/shipping

- (1) Unless otherwise contractually agreed, the contract price shall include delivery free place of performance. If assembly and/or installation work is required to fulfill the service, the contract price shall include delivery free place of use, including all costs incurred by the Contractor for this assembly and/or installation work, unless otherwise agreed.

- (2) If the shipping costs are invoiced separately to the client in accordance with the contractual agreement, they shall be reimbursed up to a maximum of the most favorable shipping method according to the tariff, but only if they are proven by receipts. Ancillary costs arising from shipping, such as fees and the like, are in any case covered by the contractual price of the service. Surcharges for urgent or express shipments shall only be reimbursed by prior agreement.

Packaging materials

Unless otherwise agreed, packaging materials shall remain the property of the Contractor. This applies to both transport and sales packaging. The return of the packaging materials by the Contractor shall be deemed to have been agreed and shall not be remunerated separately by the Client.

Hazardous substances:

The Contractor undertakes to enclose the corresponding safety data sheets in accordance with the relevant EU directives, TRGS 220 or DIN 52900 with the delivery in all cases in which the subject matter of the contract falls under the provisions of the Hazardous Substances Ordinance of 26.08.1986 or a successor regulation in the respectively applicable version.

7. Withdrawal, termination

- (1) If the client steps in the cases
- a breach of duty for which the contractor is responsible,
 - the opening of insolvency proceedings against the assets of the Contractor or the application for opening or comparable proceedings or the rejection of such opening for lack of assets or the not merely temporary suspension of payments by the Contractor,
 - unlawful restriction of competition in the award of contracts
- If the customer withdraws from the contract, he may demand the restoration of the condition existing prior to the conclusion of the contract.
- (2) If the client terminates the contract for the reasons stated in para. 1, it may retain the previous services, insofar as it has used them. These shall be invoiced according to the contract prices or according to the ratio of the part rendered to the total contractual services on the basis of the contract prices.

Services that cannot be used shall be returned at the Contractor's expense. The termination must be in writing to be effective.

- (3) Other statutory and contractual rights and claims of the Client arising from breaches of duty by the Contractor shall remain unaffected by this.

8. Quality inspection

- (1) The contract price shall also include the costs incurred by the Contractor for testing the performance for compliance with the contractually agreed requirements. The Contractor shall provide the manpower, rooms, machines, devices, testing and measuring equipment and operating materials required for the quality inspection without separate remuneration.
- (2) At the request of the client, partial services may also be subject to testing.
- (3) Items that have become unusable shall not be remunerated separately by the client.

9. Transfer of risk, acceptance

- (1) Delivery shall be deemed to have taken place upon receipt of the goods at the place of delivery at the agreed place of performance.
- (2) If no further services have been agreed (assembly, installation services, etc.), the risk of accidental loss or accidental deterioration shall pass to the client upon proper handover of the goods at the place of delivery. If further services have been agreed in addition to the mere delivery, the transfer of risk shall only take place after acceptance of the overall service by the client.
- (3) Advance payments or payments on account of the purchase price do not constitute acceptance or acknowledgement that the service is free of defects.
- (4) Preliminary or interim acceptance tests are only tests that are neither relevant for the transfer of risk nor for the running of deadlines.
- (5) If calendar deadlines are agreed in connection with acceptances, these serve to determine a delay in the provision of services, but in no way imply automatic acceptance upon expiry.
- (6) If a trial run is planned, acceptance shall be issued by means of a joint acceptance report after a faultless trial run.

10. Liability of the contractor for infringement of property rights

- (1) The Contractor shall assume sole liability vis-à-vis third parties for any infringement of industrial property rights or copyright. This shall also apply if drawings or other production documents or other materials have been provided by the Client for the performance of the service.
- (2) If claims are asserted against the Client for infringement of an industrial property right or copyright, the Contractor shall be obliged to defend the Client against these claims at its own expense and to indemnify the Client in full against any costs and damages awarded to the owner of the industrial property right/copyright by a court or granted by the Contractor.
- (3) The contract price includes property right fees and all necessary license fees.

11. Liability for material defects and defects of title

- (1) The period for liability for defects shall commence at the time of transfer of risk or acceptance of the service (cf. section 9), in the case of partial acceptance with the final acceptance and is 24 months in all cases in which nothing to the contrary has been contractually agreed. If the Contractor has fraudulently concealed the defect, the regular statutory limitation period shall apply.
- (2) The Contractor shall also assume liability for defects for insignificant deviations of the delivered item from the agreed specifications if these cancel out or reduce the value or suitability for the usual use or the use assumed under the contract.
- (3) These provisions shall apply accordingly to any replacement parts supplied or additions required. If the Contractor delivers a replacement within the scope of subsequent performance, the limitation period for the part delivered as a replacement shall commence anew upon transfer of risk/acceptance. In the case of a repaired part, the limitation period shall commence upon completion/acceptance of the repair. This provision shall not apply if only a minor defect in a delivered part could be remedied by replacement delivery or repair without significant expenditure of time and money. It shall also not apply if the replacement delivery or rectification is undisputedly made as a ges-

ture of goodwill or to settle a dispute amicably or in the interest of the continuation of the supply relationship.

- (4) The expiry of the period for liability for defects shall be suspended due to the defects asserted for the period in which the delivery/service is not in the contractual condition.
- (5) Claims for defects can also be asserted after expiry of the relevant deadline if the relevant defects have been reported to the contractor before the deadline expires.

12. Liability, indemnification

- (1) The Contractor's liability shall be governed by the statutory provisions, unless otherwise agreed below.
- (2) If damage is found to objects with which the Contractor comes into contact in the course of providing its services, the Contractor shall bear the burden of proof that it, its vicarious agents and/or other third parties employed by it have not caused this damage. This shall not affect any further liability of the Contractor under statutory provisions.
- (3) Under no circumstances may the Contractor claim that it was not or not sufficiently supervised. Its liability shall not be excluded or limited by the fact that documents submitted by it for the performance of services have been checked or approved by the Client or a third party.
- (4) § Section 7 No. 2 to No. 4 VOL/B shall not apply.
- (5) The Contractor shall indemnify the Client against all claims asserted by third parties against the Client on the basis of a culpable breach of duty by the Contractor. In particular, the Contractor shall indemnify the Client against all claims arising from a breach by the Contractor or a subcontractor of obligations to pay minimum wages, collectively agreed wages, payment of taxes or social security contributions. The indemnification shall be made on first demand. The Contractor shall reimburse the Client for all necessary expenses in connection with a claim pursuant to clause 12 (in particular court costs, legal fees, other consulting or expert costs). This shall not apply if the Contractor proves that it is neither responsible for the breach of duty nor should have been aware of it at the time of delivery of the products or at the time of performance of the service if it had exercised due commercial care.

13. Insurances

The Contractor shall be obliged to take out sufficient insurance to cover all risks arising in connection with the services under the contract that are insurable at standard rates in Germany, in particular against all liability and accidental damage, for the entire term of the contract. The costs of such insurance shall be borne by the Contractor and shall not be remunerated separately by the Client. Proof of such insurance shall be submitted to the Client on request during the term of the contract.

14. Invoice, payment on account

- (1) Invoices shall be issued in a single copy in accordance with the legal requirements to the respective residence that has placed an order/several orders. Payment and discount periods shall commence upon receipt by the Client of a verifiable invoice in accordance with the contractual agreement, but not before proper performance of the service.
- (2) If payments on account are made on the basis of the contractual agreement, the provision of a bank guarantee in the same amount shall be deemed to have been agreed.
- (3) In the case of partial invoices, the final invoice must be marked as such.

15. Prohibition of set-off, prohibition of assignment

- (1) The Contractor may only offset claims of the Client against due and undisputed or legally established claims.
- (2) The Contractor may not assign claims against the Client to third parties.

16. Publication

The Contractor has no rights to publish its services, which are the subject of the contract, in media of any kind. Any desired publications must be approved in writing by the Client in advance.

17. Restrictions of competition, anti-corruption

- (1) Without prejudice to other rights, the Client shall be entitled to terminate this contract without notice if the Contractor or third parties engaged by it
 - has made an agreement on the occasion of the award that constitutes an inadmissible restriction of competition;

- offers, promises or grants, directly or indirectly, gifts, other benefits or other advantages to the client or its employees or third parties commissioned by the client who are entrusted with the preparation, conclusion or execution of this contract, or to persons close to them;
 - commits or aids and abets criminal acts against the client, its employees or commissioned third parties that fall under § 298 StGB (agreements restricting competition in tenders), § 299 StGB (bribery and corruption in business dealings), § 333 StGB (granting of advantages), § 334 StGB (bribery) or § 23 GeschGehG (violation of business secrets).
- (2) In the event of a culpable breach of the obligations under para. 1 by the Contractor, its vicarious agents and/or other third parties employed by it, the Contractor shall be obliged to pay the Client liquidated damages in the following amount
 - For hardcore antitrust violations, the lump-sum compensation amounts to 15% of the settlement amount under this agreement (net). "Hardcore cartel infringements" are particularly serious cartel infringements, such as agreements on the allocation of customers and markets, price and quota agreements, bid-rigging agreements and customer, market and territorial restrictions.
 - In all other cases, the lump-sum compensation shall be 3% of the settlement amount under this contract (net).
 - (3) The Contractor reserves the right to prove that no damage or only significantly less damage has been incurred. This shall not affect the Client's right to claim damages in excess of the lump-sum damages specified in para. 2.
 - (4) The lump-sum compensation shall be offset against any further claims for damages by the client.
 - (5) Claims of the client under this clause shall also exist if the contract has ended (withdrawal/termination) or has already been fulfilled.

18. Rights and obligations under the LkSG

- (1) In order to ensure supply chains that comply with human rights and environmental law, the Contractor undertakes to act in accordance with appropriate guidelines on human rights and environmental protection in the supply chain, in particular on the basis of its

- own LkSG-compliant code of conduct, and to take due care to ensure that the manufacture of the respective product and/or provision of the service in the supply chain is carried out in compliance with such guidelines. The Contractor shall guarantee unhindered access to a complaints procedure set up by the Client for its employees or persons employed by it directly or via subcontractors.
- (2) The Contractor shall indemnify the Client against third-party claims arising from a breach of such regulations and/or the LkSG, unless it can prove that it is not responsible for the breach.
- (3) The Contractor is obliged to procure and provide information and documents on request that are necessary for the Client to fulfill all regulatory requirements arising from the contractual relationship. Regulatory requirements in this sense arise in particular, but not exclusively, from the LkSG.
- (4) In the event of a breach of the requirements pursuant to para. 1 and/or human rights and/or environmental obligations referred to in the Code of Conduct, the contracting parties undertake to put an immediate end to the breach. The Contractor and its affected subcontractors/suppliers in the supply chain must take immediate remedial action and cooperate with the Client in the development and implementation of concepts to end and minimize violations.
- (5) The Contractor shall oblige its subcontractors and suppliers to comply with the requirements set out in the above paragraphs and shall ensure that they comply with the requirements and pass them on to their subcontractors and suppliers and ensure compliance.
- (6) If the Contractor breaches the obligations under this clause or under the LkSG, the Client shall be entitled to suspend performance of the contract or, at its discretion, to withdraw from or terminate the contract if the breach is not remedied after a reasonable deadline has been set. If the breach is very serious, persistent or recurring, there is no need to set a deadline. The Contractor shall be obliged to pay damages to the Client in the event of violations, unless it can prove that it is not responsible for the violation. Compensation shall also include appropriate compensation for reputational damage.
- (2) Amendments or additions to these Additional Terms and Conditions must be made in writing. The written form requirement can only be waived by written agreement.

19. Final provisions

- (1) There are no verbal collateral agreements to the contract.

Additional contract terms

In the version dated 07.03.2024

- (3) The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is 81669 Munich, unless a different place of jurisdiction is determined by mandatory law.
- (4) German law shall apply exclusively to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and to the exclusion of private international law.
- (5) Should a provision of the contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remainder of the agreement. In this case, the Client and the Contractor undertake to work together to replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the economic result of the invalid or unenforceable provision. The same applies if the agreement contains loopholes.

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