

1 Quotation

The contractor shall provide its quotation corresponding to the inquiry free of charge and without obligation for PINTSCH GmbH. All deviations from the inquiry shall be explicitly marked. Alternative quotations are permitted, however need to be explained in a separate letter. In the event of contradictions between the inquiry and design documents, the contractor shall notify PINTSCH GmbH of them and immediately request clarification.

No remuneration shall be paid for visits or the preparation of quotations.

2 Orders / contracts

We issue all orders for construction and installation services exclusively on the basis of these terms and conditions of purchase. Terms and conditions of the contractor shall not become part of the contract, even if we do not explicitly object to them.

All orders / contracts shall be concluded exclusively in writing. Verbal orders and subsidiary agreements shall require the written confirmation from PINTSCH GmbH.

3 Components of contract / terms and conditions of business

3.1 Unless explicitly agreed otherwise, the components of the contract shall be as follows, in the following order of priority:

- the contract/order
- the minutes of meetings and statements of the contractor listed in the contract/order.
- the provisions of the individual contracts supplemented by the legal provisions on contracts for work and services
- the documents supplied to the contractor
- the terms and conditions of purchase for construction and installation services of PINTSCH GmbH
- the terms and conditions of purchase of Schaltbau Holding AG
- all relevant regulations in the version valid at the time of ordering
- all provisions of the VDE Association for Electrical, Electronic & Information Technologies
- the quotation of the subcontractor

The contractor is hereby advised that the contractor is obliged to ensure itself compliance with all of the aforementioned rules and regulations.

3.2 Terms and conditions of delivery, installation, sale and payment, etc. of the contractor shall not be components of the contract.

3.3 Where individual contractual provisions are or become invalid, the remaining provisions shall remain binding.

4 Services, remuneration, invoicing

4.1 The single or flatrate prices shall cover all services of the contractor, including ancillary services that, based on the principles of the contract, become necessary for the purpose of the contract to be achieved. This shall in particular apply to all wages, salaries, surcharges, costs, licences, fees, duties and taxes. The prices shall also include the costs of the contractor for providing instruction to the personnel of PINTSCH GmbH and of the principal on the operation and maintenance of the equipment supplied and/or installed by the contractor.

4.2 If no payment schedule has been agreed, invoicing shall be based on site measurements. The contractor shall document any proof and confirmation of performance using the attached "Site

Measurements" form of PINTSCH GmbH. Invoices for items shall mandatorily be issued with reference to the item numbers of the main service specification.

Auditable invoices shall be submitted in duplicate, and shall clearly indicate the services performed and the payments received.

The invoices shall be marked as invoices for advance payment, partial final payment, or final payment. Invoices shall be issued broken down by detailed individual items corresponding to the underlying quotation in order to ensure reliable invoice verification. If this requirement is not complied with, we hereby retain the right to return the invoice, or to extend the cash discount period and payment deadlines to cover the additional time required for invoice verification.

- 4.3 The contractor shall receive advance payments on the verified contractual services. If a payment schedule has been agreed, the times of invoicing are stipulated in there.
- 4.4 The final payment shall be paid minus the agreed security holdback. If the amount agreed for the holdback is not covered or not fully covered by the outstanding claim, the contractor undertakes to make a corresponding repayment.
It shall be permitted for the holdback to be replaced by a corresponding bank guarantee.
See point 14.
- 4.5 The agreed payment period shall begin on the date on which the correct invoice is received. Unless agreed otherwise, payment shall be made by bank transfer within 14 days with a 3% cash discount, or within 30 days net.
Payment of an invoice without deduction of a cash discount shall not exclude the possibility of claiming cash discount on other invoices.
Payment of an invoice shall not constitute recognition of defect-free performance.

5 Design documents

- 5.1 The contractor shall request all documents from PINTSCH GmbH required for the design in good time, and upon receipt shall immediately check them for completeness and accuracy. Where relevant to the services of the contractor, all dimensions indicated in the design drawings shall be checked by the contractor and/or reviewed at the construction site. Any inconsistencies shall be reported to PINTSCH GmbH by the contractor immediately. If nominal dimensions are agreed for manufacturing, tolerances shall be defined together with PINTSCH GmbH. If these obligations are not complied with, the contractor shall bear any resulting disadvantages incurred by PINTSCH GmbH or the contractor itself.
- 5.2 The contractor shall prepare all calculations and design plans, not provided by PINTSCH GmbH, without separate remuneration, and shall submit them to PINTSCH GmbH in good time. This shall apply in particular to the required installation plans and the necessary calculations as well as to any specifications and data relating to the deliveries and services of the contractor of relevance to other trades. The contractor shall include the resultant costs when calculating its prices.
Any changes to the design documents PT 1 and PT 2, typically resulting from the local circumstances of the design, shall be documented (e.g. improvements in cable overview plans, cable termination frame plans, etc.).
- 5.3 Even upon submission of the documents to PINTSCH GmbH, the contractor shall remain responsible and liable for ensuring that the design documents to be obtained or prepared by the

- contractor are complete and accurate. This shall also apply if PINTSCH GmbH explicitly releases or approves such documents for execution.
- 5.4 PINTSCH GmbH shall be permitted to use any documents prepared by the contractor for the corresponding construction project without additional remuneration.
- 5.5 The contractor shall perform all surveying work for its services under its own responsibility. Surveying points shall be adequately secured and protected, even where they are not created by the contractor.
- 5.6 All drawings, calculations, certificates and other design documents provided to the contractor shall remain the exclusive property of PINTSCH GmbH. They may be used exclusively within the framework of the contractor agreement and must neither be published nor made accessible to any third parties without the consent of PINTSCH GmbH.
- 5.7 Where special consents, approvals or acceptance inspections from public authorities are required for the services contained in the invitation to tender, they shall be obtained or arranged by the contractor without separate remuneration in good time. Written documents shall be submitted to PINTSCH GmbH unprompted and in adequate numbers.
- 5.8 The contractor shall be obliged to obtain sufficient information in good time about the location of the construction site, its accessibility, and the circumstances necessary for the performance of the contractor's services. The contractor shall bear sole responsibility to gather information from the competent bodies, in particular regarding the presence and location of any utility lines and waste disposal ducts, cables, etc. within its working area.

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Amtsgericht Duisburg HRB 9646

Geschäftsführung / Management
Tilo Brandis, Martin Kerp

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Steuernr./Tax No.: 101/5745/0022
www.pintsch.net

Banken / Banking
Commerzbank AG
BIC: COBADEFF356
IBAN: DE 66 3564 0064 0635 2587 00

6 Design, Employee Secondment Act, verifications

Before the commencement of work, the contractor shall name in writing a responsible representative, who is authorised to issue and receive for and against the contractor any statements required for the entire handling of the contract as well as modifications of the contract, if any, and who is authorised to have the corresponding work performed immediately where necessary.

- 6.1 In individual cases, PINTSCH GmbH shall be entitled to summon the contractor to meetings with the client that relate to the services performed by the contractor. Resultant costs shall be considered covered by the contract price, and shall not be remunerated separately. Direct negotiations and agreements between the client and the contractor regarding the services of the latter under this contract shall not be permitted.
- 6.2 Space for construction site equipment and storage of materials shall be assigned by PINTSCH GmbH to the extent possible given the local circumstances. Any relocations that may become necessary shall not be remunerated separately. If electricity and water are made available by PINTSCH GmbH, they shall be paid for from the central point of delivery. The utilities shall be installed up to the point of use by the contractor without separate remuneration, including workplace illumination and accident-proof spotlighting of all access routes required by the contractor.
 - 6.2.1 The costs for loading and unloading as well as for the transport and return transport of all materials provided or to be supplied by the contractor itself from the unloading or storage location to the respective points of use for the services to be performed shall be taken into consideration and covered by the flatrate prices. Separate remuneration on the basis of hourly rates for services shall not be paid to this end.
 - 6.2.2 The operator of a railroad wheeled excavator shall provide evidence of a class 3 licence in order to be able to communicate directly with the station master. Any railroad wheeled excavators required, including the operator and the shunting escort, shall be provided by the contractor to the extent necessary and taken into consideration in the flatrate prices. The provision of a work train driver is not required and shall not be paid for.
- 6.3 The contractor itself shall be responsible for the safe and secure storage and accommodation of its materials and equipment in compliance with regulations. PINTSCH GmbH shall accept no liability whatever in this regard.
- 6.4 The contractor itself shall be responsible for the accommodation and transport of the personnel, work equipment and construction materials. There shall be no entitlement to use existing structures and facilities within the construction site. When transporting materials, the contractor shall comply with all relevant regulations.
- 6.5 Design models and samples of the materials and parts the contractor intends to use shall be delivered to PINTSCH GmbH and assembled by the contractor upon request. The costs in this respect and for test certificates and production documentation required by PINTSCH GmbH shall be borne by the contractor. Furthermore, the contractor shall present on request datasheets for the products it uses.
- 6.6 The contractor shall notify PINTSCH GmbH immediately of any third-party liability damage and damage to the works under construction. Where the contractor does not comply with this

- obligation, the contractor shall be personally liable for all resultant losses and damage. Insurance deductibles shall be paid by the contractor.
- 6.7 PINTSCH GmbH shall be entitled to require from the contractor that personnel who are technically or personally unsuitable are immediately removed from the construction site and replaced with suitable personnel.
- 6.8 The contractor shall bear full responsibility for the correct construction of its scaffolding and facilities. Before using third-party scaffolding or facilities, the contractor itself shall be responsible for inspecting them.
- 6.9 In order to prevent occupational accidents, the contractor shall make all arrangements and take all precautions required under the provisions of the applicable accident prevention regulations and the technical safety requirements. The contractor shall oblige its employees to comply with all safety requirements and to wear personal protective equipment. In the event of violations, PINTSCH GmbH may expel the employees concerned from the construction site.
- 6.10 Before commencing work, the contractor shall provide the names of the employees used. The contractor shall be obliged to ensure that the social insurance identity documents are carried at all times. All documents required for legal employment shall be made available by the contractor to the site management unprompted.
- 6.11 Subcontracting of contractual services shall be permitted to the contractor only with the prior consent of PINTSCH GmbH.
- 6.12 The contractor assures PINTSCH GmbH that it shall comply with the regulations of the German Employee Secondment Act (AEntG) and books IV and VII of the German Social Code (SGB IV and SGB VII). In the event of non-compliance with the assurances, notification and verification requirements anchored in the aforementioned legislation, the contractor undertakes to pay a contractual penalty in the sum of € 2,500.00 per case. The total amount of this contractual penalty shall be limited to 2% of the order value. In the event of a violation of the aforementioned regulations, the contractor shall indemnify PINTSCH GmbH against all claims asserted against PINTSCH GmbH under guarantor liability within the meaning of the AEntG and/or SGB IV and/or SGB VII. This shall also apply where the guarantor liability results from further subcontracting and/or the engagement of employee leasing companies.
- 6.13 The contractor shall ensure that it shall only utilise employees from countries outside the European Union in projects / on construction sites if they are in possession of a valid work permit. The contractor shall ensure that this obligation is also complied with by its subcontractors. In the event of culpable violation and without prejudice to further compensation claims of PINTSCH GmbH, the contractor undertakes to pay a contractual penalty in the sum of € 2,500.00 per employee concerned.

- 6.14 The contractor undertakes to provide PINTSCH GmbH with the following documents within 14 days, however not later than upon commencement of the work:
- Certificates from the health insurance providers relevant for the personnel of the contractor that all social insurance contributions have been paid
 - Copies of the social insurance identity documents of the employees working on the projects. The social insurance identity documents shall be carried by each employee at all times, and presented for inspection upon request.
 - The contribution payment certificate from the Mutual Indemnity Association
 - Where required, copies of the work permits issued for the employees
 - Verification of business registration / extract from the commercial register
 - Exemption certificate from the German Tax Office
 - Verification of third-party liability insurance and assembly insurance policies

These documents shall also be presented by the contractor in the event of contractual services being outsourced to further subcontractors and/or employee leasing companies, for verification of these subcontractors/employee leasing companies and their employees. This shall not affect the requirement to obtain consent of PINTSCH GmbH for such outsourcing of services. If these documents are not presented, or are not presented within the specified period, PINTSCH GmbH shall be entitled not to make payments until they are received.

Employees found not to be in possession of social insurance identity documents shall be ejected from the construction site.

7 Additional services / modified services

- 7.1 Before the performance of additional services or optional items, or where the ordered quantities are exceeded, notification shall be given of these changes and they shall be ordered by the project management of PINTSCH GmbH. The approximate scope of the service shall be defined. Any remuneration shall be calculated based on the principles of the price calculation for the contractual service. Wherever possible, it shall be agreed before the start of work.
- 7.2 It shall be permitted for modifications, supplements or expansions of the scope of the services to be ordered by PINTSCH GmbH from the contractor. Where these services are not included in the initial specification, the contractor shall submit a supplementary quotation before the performance of the services. The contractor shall give notification of any consequences for the project schedule. Any new dates that need to be scheduled shall be coordinated and defined jointly.

8 Disposal of waste

The contractor shall keep the construction site orderly and tidy without separate prompting or remuneration, and shall dispose of waste produced during its work in the proper manner and at its own expense. If the contractor does not comply with this obligation, and after a written warning and deadline for remediation pass without success, PINTSCH GmbH shall be entitled to perform the work itself or have it performed by a third party. The contractor shall bear the verifiable costs.

9 Performance deadlines - Contractual penalty

All agreed deadlines - including intermediate deadlines - shall be contractually binding (contractual deadlines).

In the event of culpable delay, the contractor shall pay for each calendar day of delay in case of

- a. an intermediate deadline a contractual penalty in the amount of 0.2% per calendar day of the value of the partial service whose completion is delayed, up to a maximum of 5% of the value of the partial service
- b. the final completion date for the overall service a contractual penalty of 0.2% per calendar day of the order total
- c. the amount of the contractual penalties from culpable delay on deadlines shall be limited to a maximum of 5% of the order total.

Unless agreed otherwise, all contractual deadlines shall be subject to the contractual penalty.

PINTSCH GmbH hereby expressly reserves the right to assert compensation claims for damages. The contractual penalty may be claimed until the due date of the final payment, provided it was reserved at the time of acceptance. Where PINTSCH GmbH asserts a claim for compensation of damages, the contractual penalty applied shall be counted towards the amount of the claim. PINTSCH GmbH hereby reserves the right to amend schedules. In this event, new contractual deadlines shall be agreed.

The contractual penalty arrangements shall also apply to new deadlines, without the need for this to be agreed separately. The agreement of new deadlines shall not affect the validity of contractual penalties already applied.

10 Hindrance

The contractor shall perform its work in such a manner as to avoid hindering or causing losses for other companies working on the construction project. The contractor shall take adequate action in good time in order to ensure all necessary instructions are provided and coordination is carried out regarding the technical performance of work and sequence scheduling.

- 10.1 Minor hindrances of a kind customary on construction projects shall not form the basis for any entitlement to claim against PINTSCH GmbH. If it becomes apparent that a hindrance or interruption will result in more than minor consequences, the contractor shall notify PINTSCH GmbH of this immediately in writing. If the contractor culpably fails to provide this notification, it shall be liable for the resultant losses.

11 Liability – Insurance

- 11.1 In its relationship with PINTSCH GmbH, the contractor shall bear responsibility and liability for all accidents, damage and losses incurred by the contractor itself, PINTSCH GmbH, or any third parties during the execution of the contract, where these are caused by the contractor. Within this scope, the contractor shall likewise indemnify PINTSCH GmbH against the claims of third parties.
- 11.2 The contractor shall provide PINTSCH GmbH with evidence of the existence of a liability insurance policy, which shall be adequate in terms of the scope and sum covered, as well as evidence that this policy is maintained during the construction period. Unless agreed otherwise, the minimum sums insured shall be as follows:

- Personal injury € 2,500,000
- Property damage € 2,500,000
- Financial losses €
- Defects in workmanship € 300,000

11.3 The scope of liability of the contractor shall not be limited by the scope of the insurance policy.

12 Acceptance inspection

12.1 The contractor shall notify PINTSCH GmbH in writing of the completion of its services.

12.2 Before the acceptance inspection, the contractor shall check its services to ensure they are complete and free from defects, and shall perform any outstanding work or reworking immediately. Furthermore, PINTSCH GmbH shall be provided with complete documentation of the construction process before the acceptance inspection. This shall contain the permits, acceptance inspections, approvals, test certificates, and other documents to be provided by the contractor. The type and number of documents required shall be determined on a site-specific basis.

12.3 A formal acceptance inspection shall take place. Provided however that the services of the contractor are accepted as agreed in the course of the acceptance of the overall services of PINTSCH GmbH by the principal, it shall typically suffice as confirmation of acceptance if PINTSCH GmbH forwards excerpts of the overall acceptance protocol to the contractor. The acceptance deadline and reservations of the principal shall then be applicable to the contractor. The contractor shall however also be entitled to request a separate formal acceptance inspection for its services, provided that the contractor informs PINTSCH GmbH of this in the written notification of completion. The acceptance inspection for the services of the contractor shall take place within a reasonable period, at most 6 weeks after the notification of completion from the contractor.

13 Defect claims

Unless otherwise defined in the individual case, the limitation period for defect claims shall be 36 months after the acceptance inspection. It shall be extended by the period during which a service affected by defects cannot be used as intended. For services to be provided by the contractor in the course of defect remediation during the warranty period, the warranty period shall be 24 months after the acceptance of the defect-free service. It shall not end, however, before the end of the period for defect claims under the main contract.

The type and scope and other arrangements shall be governed by the provisions of the German contract law for work and services.

14 Bank guarantees

To the extent agreed, the contractor shall provide, immediately upon conclusion of the contract, a contract performance guarantee from a reputable German credit institution or credit insurer according to the model provided by PINTSCH GmbH to secure all claims of PINTSCH GmbH, or relating to the contractor contract, in particular relating to performance, damages and reimbursement of excess payments.

- 14.1 Such guarantee shall be unlimited in time and contain a waiver of the defences of voidability and set-off (Section 770 of the German Civil Code [BGB]) as well as a waiver of the right to deposit the surety. Unless agreed otherwise, the guarantee sum shall be 10% of the order sum.

As an alternative to the provision of a bank guarantee, the contractor shall be entitled to provide security for the performance of contract by means of a security holdback in the amount of 10% to be retained by PINTSCH GmbH on each payment due.

- 14.2 The contractor shall be entitled to release the agreed holdbacks for defect claims by providing a bank guarantee corresponding to the example provided by PINTSCH GmbH. The bank guarantee shall serve to secure all defect claims of PINTSCH GmbH or claims relating to the contractor contract. Section 14.1 shall apply correspondingly to the content.
- 14.3 Where PINTSCH GmbH and the contractor have agreed an advance payment, the contractor shall be obliged to provide a bank guarantee corresponding to the example provided by PINTSCH GmbH and in the amount of the advance payment, in order to secure any repayment claims of PINTSCH GmbH. Section 14.1 shall apply correspondingly to the content. This bank guarantee shall come from a reputable German credit institution or credit insurer, and shall be provided to PINTSCH GmbH before payment is made.

15 Wage labour

Wage labour shall only be permitted where specifically instructed by PINTSCH GmbH. Time sheets shall be signed off daily by the PINTSCH GmbH site manager. If it is found on subsequent inspection that the time sheets already signed off relate to contractual services or secondary services, these hours shall not be paid for separately. In the event of any double payment, the contractor undertakes to repay the amount of the excess payment.

16 Termination of the contract

The performance of the contractor contract shall be dependent on the existence of the main contract between PINTSCH GmbH and its principal. In the event of cancellation of the main contract, the services of the contractor shall be invoiced in accordance with the agreements concluded between the parties.

The contractor shall be entitled to no further claims.

- 16.1 PINTSCH GmbH shall be entitled to terminate the contract with the contractor if the contractor applies for insolvency, if insolvency proceedings are opened against the assets of the contractor, or if the opening of such proceedings is rejected due to lack of assets.
- 16.2 PINTSCH GmbH shall have an extraordinary right of termination where the contractor does not comply with the legal regulations relevant to the performance of its services (work permits, payment of taxes and social insurance contributions, regulations regarding employee secondment, etc.) or is unable to present within the defined deadlines evidence that PINTSCH GmbH is contractually permitted to request, and where PINTSCH GmbH or the construction project faces a significant disadvantage as a result. The legal consequences of the German Civil Code shall apply.

17 Miscellaneous

Any assignment or pledging of claims of the contractor against PINTSCH GmbH under this contractual relationship to any third parties shall require the consent of PINTSCH GmbH.

Offsetting against counterclaims of the contractor contested by PINTSCH GmbH shall not be permitted.

Publications regarding the services of the contractor or parts of the construction project shall only be permitted with the prior approval of PINTSCH GmbH. This shall include disclosure of methods, drawings or images. The contractor undertakes to refrain from disclosing to third parties any trade secrets and confidential information which become known to the contractor in conjunction with this subcontractor contract. In the event of a violation, PINTSCH GmbH shall be entitled to claim compensation and withdraw the order.

18 Disputes

Any disputes under the subcontractor contract, from all additional orders as well as any disputes relating thereto shall be resolved by regular courts. The place of jurisdiction shall be subject to the courts having jurisdiction for the place of the registered office of PINTSCH GmbH.

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