

General Purchasing Conditions for Construction and Ancillary
Construction Services of GEZE GmbH (GEZE)

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1 Scope

- 1.1 These conditions apply to contracts and orders under which GEZE commissions construction and ancillary construction services; they are therefore considered part of the contract or order. They are accepted by the Contractor with the acceptance of the order and apply for the entire duration of the business relationship.
- 1.2 Construction and ancillary construction services include, in particular, structural engineering and civil engineering work; steel construction; warehouse building; scaffolding construction, painting and coating work, demolition work; electrical installation in buildings and on properties, pipeline installation, sanitary facility construction and landscaping.

2 Conclusion of contract, amendments and further provisions

- 2.1 In his offers, the Contractor must respond to the requests of GEZE with regard to quantity and quality. If there are deviations, he must point these out explicitly. The offers are submitted free of cost.
- 2.2 Contractual amendments are considered binding only if they are granted or confirmed by GEZE in writing. Correspondence must be conducted with the GEZE purchasing department. Arrangements with other departments shall need express written confirmation from the purchasing department in the form of a contractual supplement, if the agreements change any items stipulated in the contract or GEZE order.
- 2.3 The contractual components include the contract or order from GEZE itself, any Annexes and:
 - recognised rules of engineering and other relevant technical specifications (incl. manufacturer guidelines), as well as other statutory and official regulations (incl. safety and accident prevention regulations) at the time services are performed;
 - the service specifications with stated valid prices and associated preliminary technical remarks;
 - the specification of services classified by type, execution and scope according to the Contractor's offer;
 - these Purchasing Conditions for construction and ancillary construction services;
 - the newest version of VOB parts B and C valid at the time the contract was concluded;
 - the regulations of the German Civil Code, in particular Sections 631 ff. BGB on plant and building contract law.
- 2.4 The General Terms and Conditions (such as delivery and service conditions) of the Contractor shall not form part of the contract.

3 Contract performance security and execution

- 3.1 Unless other agreements have been made which take precedence, the following applies to security for GEZE's contractual performance claims: The Contractor shall receive advance

- payments from GEZE only if advance payment guarantees are provided; further payments shall be provided based on the progress of construction, and GEZE shall reserve 5% of the net order value from the final invoice as a guarantee security. Furthermore, Sec. 17 VOB/B applies.
- 3.2 The scope of the order includes providing all machinery, equipment, scaffolding, hoists, construction storage facilities, etc. necessary to complete the order. If GEZE provides such objects in an individual case, the Contractor shall be liable for the object and its use. This exclusion of liability shall not apply in cases of Intent or gross negligence by GEZE, nor in other cases where unrestricted liability is stipulated under statutory legislation.
- 3.3 If the Contractor intends to use the services of subcontractors to fulfil his obligations, written approval is needed before concluding the subcontractor agreement. If GEZE does provide approval, the Contractor shall obligate his subcontractors to comply with the conditions of this agreement in the same manner.
- 3.4 Work to be performed in GEZE plant facilities must not interfere with operations any more than to the necessary and unavoidable extent.
- 3.5 When carrying out work, the Contractor is obligated to take particular care with environmentally hazardous materials. If the Contractor releases any hazardous materials while carrying out work, finds hazardous materials or believes that such materials may be present, he must inform GEZE of this promptly.
- 3.6 Any local construction manager employed by GEZE shall have the right to give instructions while construction is being carried out. Furthermore, the Contractor shall ensure that his employees follow the instructions of GEZE to maintain order and safety.
- 3.7 The Contractor shall employ professional, expert supervisors on the construction site and shall provide them with the necessary powers and authorities. If these personnel are replaced, this shall need approval from GEZE. Approval may be denied only for good cause. In addition, the Contractor must appoint an individual to act as professional site manager for GEZE in accordance with the applicable national building regulations.
- 3.8 The Contractor shall submit a list of names of the employees he plans to hire to the local construction manager. The list must be updated regularly. On request, the Contractor must verify that legally mandatory social insurance protection exists for all employed workers. The workers employed by the Contractor may be denied access to the plant area by GEZE for good cause.
- 3.9 All persons entering GEZE operating facilities must comply with the applicable provisions there, in particular GEZE operational procedures for third-party firms. If the operational procedures for third-party firms contain regulations that contradict these General Terms and Conditions of Purchase for Construction and Ancillary Construction Services, these General Terms and Conditions of Purchase for Construction and Ancillary Construction Services shall take precedence. GEZE shall exercise its domiciliary rights. All personnel must wear their visitor ID in a clearly visible location.

- 3.10 The time at which scaffolding is removed must be coordinated with the on-site GEZE construction manager.
- 3.11 The Contractor must clarify waste disposal with the department in charge of waste disposal at GEZE prior to commencement of work. This includes, for instance, the container design, selection of the intended disposal company, sampling and classifying types of waste. Construction waste and other waste may not be left behind when leaving the construction site after completing work.
- 3.12 Before beginning work, the Contractor must accept the construction site and check with appropriate professional care to ensure that it is suitable for the purpose of professionally performing his services. If necessary, he must in particular inspect the foundations, connections, and mapping.
- 3.13 If necessary, the Contractor must construct supply lines to the site of consumption for power and water in coordination with GEZE and in consideration of applicable technical regulations at his own cost, then remove these promptly after completing work.
- 3.14 Where GEZE provides electricity/a power connection, the Contractor hereby undertakes to use electricity only from the connection(s) assigned to him by GEZE.
- 3.15 GEZE is authorised to monitor the work progress using its own agents. The Contractor hereby undertakes to cooperate with personnel commissioned by GEZE.

4 Compensation, payment

- 4.1 The agreed unit prices are considered fixed prices for the duration of work, and continue to apply even if quantities change as defined by Sec. 2 para. 3 VOB/B. Sec. 313 BGB shall remain unaffected.
- 4.2 If it becomes clear that there will be additional costs, the Contractor is obligated to inform GEZE of this immediately.
- 4.3 Additional services above those listed in the contract documents shall need written approval from GEZE or an order in text form to complete them. Without this approval or order, additional services performed shall not be compensated. Sec. 2 para. 8 no. 3 VOB/B shall remain unaffected.
- 4.4 Any overtime hours, night-time and holiday surcharges necessary to perform services in time shall not be compensated, unless otherwise agreed. The Contractor shall not receive any special compensation for maintaining equipment or facilities (tarpaulins, films, heating equipment) for winter construction. The agreed compensation includes all costs for protecting endangered components against frost, snow, heat, and water damage, and repairing any such damage. Costs for any necessary removal of groundwater shall be compensated separately.
- 4.5 Any hourly paid work necessary (attached hourly rates) may be conducted only with the express written instruction of the on-site GEZE construction manager. For filing the rights for hourly paid work, the Contractor shall prepare daily reports which must be submitted to GEZE for signature, including a duplicate, at latest every 2 working days without request. GEZE shall

return one copy of the report promptly, and at the latest within six working days after the report is received. GEZE can assert any objections on the report itself, or separately in writing. The Contractor shall submit the signed reports alongside the respective invoice. Reports against which complaints have been asserted shall not be paid. The hourly rates used by the Contractor shall be considered the unit prices. The report must include at least the following information: Name of the GEZE company, contract number, name and qualifications of the person completing the work, the work performed, start and end of work, duration of work, materials used.

- 4.6 Invoices and dimensions must be submitted with one copy, settlement documents and other receipts with two copies.
- 4.7 Payments shall be made based on invoices only. The invoice must clearly indicate the classification of the associated order.
- 4.8 If overpayments are identified, the overpaying party is obligated to reimburse the overpayment. If the overpayment was made based on an incorrect invoice from the Contractor, he must correct the relevant invoice.
- 4.9 Previously received advance payments shall be listed individually with a date on all payment requests. The total amount of such advance payments must be deducted from the overall invoiced amount on the final invoice.
- 4.10 Compensation from supplements must be listed in the final invoice in a manner such that they can be reviewed, systematically with reference to the respective supplement.
- 4.11 In the event of disputes regarding the amount of the compensation asserted by the Contractor, GEZE shall have the right to avert any right to deny services by the Contractor in that GEZE fulfils its own payment obligation in the amount of the undisputed portion, while providing a security for the disputed portion in the form of a directly enforceable guarantee. This also applies to rights to deny service and rights of retention of the Contractor that are not based on Sec. 321 BGB.

5 Tax deduction for construction services – Sec. 48 Income Tax Act

- 5.1 GEZE reserves the right, in accordance with Sec. 48 of the Income Tax Act, to reserve withholding tax from the compensation to be paid, currently of 15%, and to pay this to the responsible tax authority on behalf of the Contractor. The payment to the tax authority shall have a debt-discharging effect, being offset against the Contractor's compensation. The basis for calculating the tax deduction shall be the fee, plus VAT.
- 5.2 GEZE shall not deduct any taxes if the Controller submits an exemption certificate valid at the time of the compensation payment in accordance with Sec. 48 b para. 1 clause 1 Income Tax Act.
- 5.3 To be able to pay the reserved tax deduction to the responsible tax authority if no exemption certificate is provided, all of the Contractor's invoices must include the address and banking information of the Contractor's responsible tax authority and the income tax number (for sole

proprietors) or corporate number (for corporations), or tax number for separate and uniform assessment (for partnerships).

6 Deadlines, delays, default and consequences of termination

- 6.1 All execution deadlines agreed and recorded in writing are binding contractual deadlines, unless otherwise expressly agreed. The Contractor shall inform GEZE of any necessary duties of collaboration promptly, so that compliance with the contractual deadlines is ensured if the collaborative duty is completed within the appropriate time period indicated by the Contractor for this purpose.
- 6.2 If the Contractor becomes aware that he will not be able to comply with the agreed deadlines, he must inform GEZE of this immediately. The obligation to complete services promptly shall remain unaffected.
- 6.3 If the Contractor falls into default with overall completion, GEZE is entitled to assert a contractual penalty amounting to 0.1% of the net order value per working day of delay, to a maximum of 5% of the net contract value. GEZE can reserve the right to assert the contractual penalty until the final payment is due, then deduct this from the final invoice total. Any claims for default damage by GEZE beyond the default contractual penalty shall remain unaffected (Sec. 341 para. 2 BGB). If the overall completion date is changed by agreement between the parties, the above regulations shall apply accordingly to the new date. Any contractual penalty already incurred shall not be omitted by agreeing to the new deadline.
- 6.4 If GEZE terminates the agreement for reasons for which the Contractor is responsible, the Contractor shall receive only the agreed compensation for work performed before the termination, provided the services performed can be used by GEZE. Claims by GEZE to damage and/or contractual penalties shall remain unaffected. 8.2 In the case of termination or partial termination of the order for which the Contractor is responsible, the Contractor shall return all documents necessary for performance of the terminated services which are in his possession to GEZE immediately. If GEZE or a third party has any protected rights that would interfere with the performance of these services, the Contractor is obligated to immediately ensure that GEZE has the necessary licenses to use these rights.

7 Assumption of risk and insurance

- 7.1 The assumption of risk shall be governed in accordance with Secs. 644, 645 BGB.
- 7.2 The Contractor must provide verification of sufficient liability insurance when the order is granted. The liability insurance must provide cover of at least 2,500,000 Euro for personal injury and property damage and 250,000 Euro for pecuniary losses, unless a lower sum insured is agreed in the individual case. The client must submit a copy of the insurance policy and certificate from the insurer at the request of GEZE.
- 7.3 If GEZE concludes any construction insurance for the overall project, the Contractor shall pay a portion of this according to the amount of his contract. Costs shall be 0.2% of the net final

invoice total. The amount shall be deducted from the net final invoice total. Unless otherwise agreed, the Contractor's maximum deductible shall not exceed 500 Euro per loss event.

- 7.4 In case of insured events, the Contractor's claim shall be restricted to the total damage recognised by the insurance company, minus the excess. The Contractor hereby undertakes to fulfil his obligations as a co-insured party in accordance with the insurance contract, in particular notification obligations.
- 7.5 The Contractor is responsible for traffic safety for the area of his construction site.
- 7.6 The Contractor shall insure his equipment and materials. Insurance by GEZE does not exist. Any liability on the part of GEZE for lost or damaged equipment and materials shall be excluded, except in cases of grossly negligent or intentional actions.

8 Acceptance

- 8.1 The Contractor shall request acceptance in writing. GEZE and the Contractor shall agree to the acceptance date, setting this an appropriate amount of time after receipt of the written request, but within maximum 24 working days. Revision and existing plans shall be prepared without separate compensation, and must be submitted to GEZE at the latest on the date of acceptance, along with the operating manuals and test certificates.
- 8.2 Material costs incurred during acceptance shall be borne by the Contractor. GEZE and the Contractor shall each bear their own acceptance-related costs for personnel.
- 8.3 Acceptance – both of the overall service and partial services, if agreed – shall be provided by GEZE signing the acceptance protocol. Sec. 640 para. 2 BGB shall remain unaffected. Sec. 12 para. 5 VOB/B shall be excluded.

9 Liability for defects

- 9.1 In deviation from Sec. 13 para. 4 VOB/B, the limitation period for the Contractor's defect liability in relation to the commissioned construction and ancillary services shall be five years following acceptance.
- 9.2 Unless other agreements are concluded which take precedence, the following applies to GEZE's security for defect liability: GEZE shall reserve a security retainer of 5% of the net order total for 5 years after acceptance (defect limitation period), or shall maintain a banking guarantee for the same amount for this length of time, at its discretion.

For contracts with a net contract value of at least 100,000 Euro, the Contractor shall provide a defect liability security of 5% of the net contract value. Unless another term is agreed separately, GEZE shall return this security after the five year limitation period for the defect liability in accordance with the above clause 9.1. Furthermore, Sec. 17 VOB/B applies.

- 9.3 The Contractor's liability to compensate damage caused through culpable action shall be determined in accordance with the law.

10 Implementation documents

- 10.1 Documents needed for implementation shall be provided by GEZE on request.
- 10.2 All implementation documents provided to the Contractor shall remain the property of GEZE, and shall be stored carefully on behalf of GEZE at the Contractor's cost for the duration of time needed to carry out the contract. They may be used only for the contractually agreed purposes, and may be disclosed to third parties only for said purposes.
- 10.3 If the Contractor is expected to create documents, he is obligated to provide these to GEZE in the necessary numbers and versions free of charge, and transfer ownership of such documents to GEZE at no cost. GEZE or third parties may use these documents to carry out maintenance and modifications free of charge.
- 10.4 GEZE's approval of drawings, calculations and other technical documents shall not affect the Contractor's obligation to perform services which are free from defects.

11 Accident prevention, limiting emissions, emission damage, fire protection

Compliance with applicable laws, regulations and specifications with respect to the duty to ensure traffic safety is mandatory, in particular the safety and health of employees, environmental protection, transportation of hazardous goods and fire protection. Compliance with data sheets from industry associations and the Verband der Sachversicherer (Association of Property Insurers) is also mandatory, if they are relevant to carrying out the services. Furthermore, the specifications of GEZE operational procedures for third-party companies shall also apply.

12 Force majeure

- 12.1 Force majeure events (such as natural disasters, earthquakes, pandemics etc.), strikes, official measures and other circumstances which are beyond the direct influence and control of the respective parties shall exempt the parties from their contractual obligations for the duration of their existence and to the extent of their effects.
- 12.2 If the delays resulting therefrom exceed a period of four weeks, GEZE can withdraw from the contract without any possibility of asserting any claims.

13 Confidentiality and data protection

- 13.1 The Contractor hereby undertakes to treat all the information, such as data, plans, drawings, knowledge, calculations and experiences, such as company and operational secrets (all 'confidential information') which he has obtained directly or indirectly within the scope of cooperation with GEZE, as confidential and to not make them accessible to third parties and to use them exclusively for implementing this contract.
- 13.2 The Contractor must ensure compliance with this obligation, including by the individuals employed to work for him (GEZE employees and approved representatives), whereby the

circle of the individuals involved must be kept to a minimum (need-to-know-basis). If these individuals need to be involved, they are obliged to the same scope of confidentiality as stated here.

13.3 The confidentiality obligation is not applicable, insofar as the notified information and documents

- are already public (generally known, are a part of the latest technological developments),
- were already known to the supplier at the time of notification or
- were subsequently notified by a third part without any mandatory confidentiality obligation, or
- must be published on the basis of official or judicial order.

The Contractor shall bear the onus if there is an exception in the confidentiality obligation, and inform GEZE immediately of any duty of publication.

13.4 If confidential information is passed to the Contractor, it remains the property of GEZE. Transfer to third parties is prohibited as is the delivery of objects according to these drawings, models etc. Information may be released to third parties only after obtaining prior consent of GEZE or on the basis of an official obligation. In this case, GEZE must be informed immediately.

13.5 The obligation of non-disclosure is also applicable if the collaboration contract does not materialise. It ends five years following signature of the contract, however at the earliest three years after completion of the planned serial delivery/collaboration. The Contractor shall completely and immediately return all the documents to GEZE, which he has received on the basis of the collaboration, without being asked. Digital documents, including any files and copies created, must be deleted, with evidence provided to GEZE on request.

13.6 The Contractor is also obligated to adhere to statutory data protection regulations. Data Privacy Declarations can be requested at any time from the respective contact person, but are also available on our website [geze.com/datenschutz](https://www.geze.com/datenschutz).

14 Rights to performance results

14.1 GEZE shall be entitled to all rights to performance results developed for GEZE('performance results'), in particular to revision and existing plans.

14.2 The Contractor shall transfer all rights and performance results which can be transferred to GEZE by way of an advanced disposition, whereby GEZE hereby immediately accepts said disposition. This also includes the right to intellectual property rights. Only GEZE is authorised to apply for protected rights for performance results, but is not obligated to do so.

14.3 The Contractor shall support GEZE to an appropriate extent in applying for protected rights for the work results, in any proceedings against third parties resulting from such protected rights, and in defending against challenges to such rights by third parties.

- 14.4 If rights to performance results are not transferable as such, the Contractor hereby grants GEZE an irrevocable right of use and exploitation to such rights by way of advance disposition, without spatial restrictions. This shall include all known types of use, in particular (but not limited to) the rights to reproduction, duplication, distribution, leasing, lending, database rights, the right to provide public access, the right to transmit online, and the rights to edit, revise, change and expand the performance results. GEZE shall be entitled to transfer and sub-license any such rights granted in this respect. The above rights shall be granted to GEZE for its exclusive use for a period of 10 years, then thereafter as simple rights for the remaining protected duration. GEZE hereby accepts such granted rights.
- 14.5 Regardless of the rights granted under clause 16.4, GEZE shall remain entitled to continue using the standard plans, plan components and know-how employed in creating the work results, including for third party contracts. All other performance results may no longer be used or exploited by the Contractor.
- 14.6 The rights under this clause 16 must be granted in order for the final payment to be made. The final payment shall be considered full payment for the rights granted under this clause 16 (however, mandatory statutory claims shall remain unaffected). All of the above regulations of this clause 13 shall apply accordingly if the contract/order is ended prematurely, in relation to the services and results completed by the Contract before it ends. If the contract/order is terminated, this shall not affect rights granted to GEZE. The rights of use granted for the services and results completed before the contract/order ends shall be considered compensated fully by the portion of the compensation owed for partial fulfilment of the contract. The Contractor shall ensure that the above regulations of this clause 13 apply accordingly to his subcontractors, freelance employees and other third parties.

15 Ban on poaching of employees

- 15.1 The Contractor shall refrain from actively poaching employees (employees and freelancers) from GEZE directly or indirectly through third parties. This ban on poaching is valid from the inclusion of purchasing conditions and for the duration of 12 months after the end of the contractual relationship.
- 15.2 The Contractor has the right to prove the right that the employment of the former GEZE employee is not the result of targeted poaching.
- 15.3 The Contractor shall pay a contractual penalty to GEZE for each violation, amounting to 3x the last gross wages paid by GEZE to the poached employee.

16 Final provisions

- 16.1 Unless otherwise agreed by the parties, the place of fulfilment for all services to be performed by the Contractor under the respective contract shall be the location of the construction project, or GEZE's headquarters for payments from GEZE.
- 16.2 The GEZE name or products may be used as a reference or for publicity only with the company's written approval.

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- 16.3 Stuttgart is explicitly agreed as the place of jurisdiction for disputes from or in connection with this contract between the parties.
- 16.4 German Law with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980 is applicable to the contractual relationships.
- 16.5 If one or more of the above provisions of this agreement should be or become ineffective or unimplementable, this does not affect the effectiveness of its other provisions. The ineffective or unimplementable provision is replaced by an effective and implementable provision, which comes closest to the economic purpose of these general purchase conditions. This is correspondingly applicable for loopholes.
- 16.6 Other changes and additions to this contract must be made in writing. No contracting party can cite a deviation from the contract as a standard action unless the deviation is put down in writing.
- 16.7 The delivery and contract terms used by the supplier shall be the contractual basis only if this is confirmed in writing by GEZE in an isolated case. This is also applicable if the supplier uses his own delivery terms in future and indicates their validity on business documents.
- 16.8 Silence from GEZE in response to suggestions, requests or other letters from the supplier does not under any circumstances indicate consent.