

SPECIAL TERMS AND CONDITIONS OF PURCHASE FOR SERVICES / WORKS

1. Works

1.1 The contractor's service

1.1.1 The contractor owes the successful performance of the service specifically ordered.

1.2 Acceptance and passage of risk

1.2.1 The contractor may only request acceptance of the complete service when the service is acceptable and ready for acceptance. The service shall be deemed to be ready for acceptance when the work contractually owed has been performed fully and free of defects. Upon completion and subject to observance of the set dates referred to in the performance specification, the contractor shall call upon STAHLWERK ANNAHÜTTE Max Aicher GmbH & Co. KG ("SAH"), as the client, to accept the service performed.

1.2.2 Acceptance of the contractor's service shall take place formally. SAH may refuse acceptance insofar as a not insignificant defect exists. The contractor may only request renewed acceptance when it has proven that the defect has been eliminated. Any dismantling and installation costs that may be incurred shall also be owed as part of supplementary performance.

1.2.3 Partial acceptance is excluded unless expressly agreed upon. Neither reviews and examinations of interim results nor approval of partial payments in accordance with the milestone plan shall constitute acceptance.

1.2.4 Acceptance shall not be substituted by the fact that SAH uses the contractor's service or part thereof due to operational necessities or continues to pay the remuneration.

1.2.5 The contractor shall bear the risk for its contractual service until the service has been formally accepted by SAH. If, prior to acceptance, the contractor's service carried out in whole or in part is damaged or destroyed due to force majeure, war, insurrection or other unavoidable circumstances for which the contractor is not responsible, the entitlement to the contractual remuneration shall cease to apply.

1.2.6 A prerequisite for fictitious acceptance within the meaning of Section 640 (2) of the German Civil Code [BGB] is that the contractor must have communicated to SAH in text form the set time limit for acceptance and pointed out to SAH, together with the request for acceptance, the consequences of not declaring acceptance or of refusing acceptance without specifying defects.

1.3 Contract period and termination

1.3.1 Whilst the works are being carried out, SAH may terminate the contract in accordance with Section 648 BGB. In the event of termination under Section 648 BGB, the contractor shall be reimbursed for the necessary expenditure already incurred plus the follow-up costs, but for no more than the agreed remuneration. There shall be no claim to the full remuneration. The contractor shall be obliged to keep as low as possible the amounts to be reimbursed by SAH in this connection. If the contractor is responsible for termination, it shall not be entitled to reimbursement of the remuneration.

1.4 Other provisions

1.4.1 Unless otherwise provided for, Sections 631 et seqq. BGB shall additionally apply.

2. Services

2.1 The contractor's service

2.1.1 The contractor owes the rendering of the service specifically ordered.

2.2 Contract period and termination

2.2.1 The contract may be terminated by either contractual partner with three months' written notice with effect from the end of a quarter.

3. Joint Provisions

3.1 The contractor's services

3.1.1 The contractor shall render the contractually owed services autonomously and under its own responsibility. Only the contractor shall be authorised to issue instructions to its employees. The contractor shall ensure that none of the personnel assigned by it are integrated into an establishment or affiliate of SAH.

3.1.2 Before the service is commenced, the contractor shall designate to SAH a contact person at the contractor who is in charge of and responsible for receiving declarations. Communication within the framework of the existing contractual relationship, also with regard to the personnel assigned, shall take place exclusively via the contact person designated by the contractor. SAH shall be given timely notice of any change of contact person. The contractor shall only assign qualified employees for carrying out the order and shall provide proof thereof at SAH's request. In the event of repeated or serious misconduct on the part of individual employees to the detriment of SAH, SAH may request that the contractor forgoes assigning these employees for rendering the service. The extra expenditure resulting therefrom shall be borne by the contractor. Furthermore, the contractor undertakes, within the framework of the order for SAH, not to assign any employees who were employed at SAH beforehand and whose employment relationship was discontinued on personal or conduct-related grounds.

3.1.3 In the case of services performed within SAH's business establishments, the contractor shall comply with the safety regulations and information policies applicable there, which SAH shall make available to the contractor on request. Before the service is commenced, the contractor shall sign the "External Company Declaration" devised by SAH and ensure compliance therewith. When accessing SAH's information and telecommunication technology, the contractor shall strictly observe information security policies applicable in this respect. The contractor undertakes to also comply with further or amended policies made available by SAH. This shall not apply insofar as the contractor cannot be reasonably expected to do so and has objected to the policy in writing in relation to SAH, setting out the relevant reasons, without undue delay after becoming aware of the policy.

3.1.4 The contractor shall not be entitled to represent SAH.

3.1.5 The contractor shall, of its own accord, inform SAH without undue delay of any facts, or change thereto, that could give cause to suspect fictitious self-employment on the part of the contractor.

3.2 Cooperation on the part of SAH

3.2.1 SAH shall perform the necessary cooperative acts in due time insofar as these are contractually agreed upon.

3.2.2 Subject to prior appointment, SAH shall grant the contractor the necessary access to the establishment. It shall be possible to make workspaces available if the contractor adequately sets out the need for these. There shall be no entitlement to have workspaces made available free of charge. As a rule, the contractor shall render the service using its own work equipment. If this is not possible in view of the particular requirements of the service to be rendered, SAH may make the necessary work equipment available to the contractor insofar as this equipment is obtainable for the contractor on the market, and it is possible and permissible for SAH to make this equipment available.

3.2.3 SAH shall make requested documents or information – insofar as existent – available to the contractor by the agreed dates. If information cannot be obtained, or it cannot be disclosed due to third-party rights, this shall not constitute inadequate cooperation.

3.2.4 The contractor shall report in writing without undue delay any inadequate cooperation on the part of SAH. Otherwise SAH shall not be in default with cooperating, and the contractor shall not be able to invoke improper cooperation.

3.3 Changes to the services, additional services

3.3.1 SAH may request changes to the contractual services at any time. The contractor may object to the change request insofar as it cannot be reasonably expected to carry out the change request.

3.3.2 The contractor shall make SAH a new written contractual offer for these additional and further services. The extra service may only be rendered after a separate individual contract concerning these services has been concluded. Services by the contractor that do not meet these prerequisites shall not be remunerated. In the



absence of agreement, SAH shall be entitled to effect extraordinary termination of the contract concerning the service to be specifically altered if SAH cannot be reasonably expected to continue the contract without the requested change.

3.4 Remuneration

3.4.1 Unless otherwise agreed, services shall not be remunerated until they have been fully rendered. If the parties agree upon partial payments, partial payments shall be made only after the sub-service concerned has been fully rendered.

3.4.2 The contractor shall be bound by agreed remuneration ceilings and fixed prices as well as by its expenditure estimate made prior to the conclusion of the contract unless these are expressly referred to in the order or contract as being non-binding.

3.4.3 If a fixed price has been agreed upon for a service, the contractor shall fully render this service at the agreed price. Extra expenditure for the full rendering of agreed services shall be borne by the contractor. Subsequent claims are excluded.

3.5 Rights to work results/copyrights

3.5.1 SAH shall be exclusively entitled to rights of use that ensue in connection with the implementation of this contract in respect of documentation, reports, graphs, drawings, diagrams, images, films, carriers of data for visual communication, data carriers etc. For proving the services rendered by it, the contractor shall be entitled to retain one or, where necessary, multiple copies of the aforementioned material. The contractor shall not be entitled to any further rights, in particular reproduction or distribution rights, in respect of this material. Original material shall be handed over and - insofar as this is legally possible - also assigned to SAH.

3.5.2 SAH shall, insofar as this is legally possible, become the owner of all documents created and delivered by the contractor within the framework of this contract. In respect of these and other results and unprotected knowledge that have arisen from the collaboration, SAH shall receive an exclusive, irrevocable, transferable right of use for all types of use without limitation as regards time, territory and subject-matter. This includes, in particular, the right to reproduce, distribute, exhibit, recite and present as well as the right to communicate by means of image and audio carriers and the right to adapt and rearrange.

3.5.3 If pre-existing industrial property rights, copyrights or unprotected knowledge (know-how) of the contractor are used for the performance of this contract, and these are necessary for the exploitation of the work results by SAH, SAH shall receive a non-exclusive right of use in respect of the industrial property rights, the copyrights and the unprotected knowledge (know-how). This includes all types of use, in particular those referred to under subsection 3.5.1/2.

3.5.4 The contractor warrants that all services rendered shall be free of third-party rights. If this is not the case, the contractor shall conclude with the creators a contractual agreement that enables it to grant the aforementioned rights. The contractor shall indemnify SAH against all third-party claims that third parties assert against SAH on the basis of an infringement of rights to the services rendered by the contractor.

3.5.5 The contractor shall report to SAH without undue delay all inventions or other protectable results that arise in connection with the services rendered for SAH and shall provide SAH with all necessary information. All inventions shall be transferred to SAH. If any inventions that may arise are reported, SAH shall retain all rights in respect of any subsequent property rights. The contractor acknowledges that SAH shall be exclusively entitled to all rights to the data, documents, storage media etc., in particular to rights of title and copyrights. If SAH has no interest in applying for the registration of an invention, SAH shall transfer the invention back to the contractor. SAH shall retain a non-exclusive right of use.

3.6 Contract period and termination; the contractor's duty to vacate

3.6.1 The term of the contract shall be as agreed upon in the purchase contract or the individual contract.

3.6.2 The right of the contractual partners to terminate the contract for good cause shall remain unaffected. Good cause shall be deemed to exist if in particular:

- (i) the execution of the order is evidently jeopardised by a lack of performance capability on the part of the contractor, or
- (ii) facts that could give cause to suspect fictitious self-employment on the part of the contractor become



known, or

- (iii) the existence of a dependent employment relationship is determined in a procedure to determine the contractor's status under social insurance law (e.g. the status determination procedure under subsection 7a of part IV of the Social Security Code [SGB IV]).

3.6.3 In the event that the contract ends, for whatever reason, the contractor shall ensure that its installations, tools and equipment are dismantled and taken away at its expense without undue delay, insofar as the contractor has set up or stored such installations, tools and equipment at SAH for the performance of the contract. Any waste and building rubble caused by the contractor's work shall likewise be removed and properly disposed of by the contractor at its expense without undue delay. If the contractor fails to comply with these duties, SAH may, after a reasonable time limit has expired to no avail, carry out the work itself or appoint a third party and invoice the contractor for the costs incurred.

3.7 Subcontractors

3.7.1 Only with SAH's prior written consent shall the contractor be entitled to wholly or partly delegate the rendering of the services to subcontractors.

3.7.2 SAH's consent to subcontracting to a subcontractor may be given on a conditional basis and shall be revocable. SAH shall be entitled to revoke with immediate effect particularly if, as a result of a hearing or decision by the German Pension Institution [Deutsche Rentenversicherung], it emerges in the course of a status determination procedure that a dependent employment relationship in the case of the subcontractor is determined or is to be assumed to exist.

3.7.3 The contractor shall impose upon the subcontractors used obligations commensurate with its own obligations in relation to SAH, particularly the obligations regarding maintenance of secrecy and data protection.

3.7.4 The contractor shall be obliged to contractually ensure in relation to its subcontractors, and demonstrate at SAH's request, that subcontracting to sole traders and civil-law partnerships [Gesellschaften bürgerlichen Rechts (GbR)], as further subcontractors (sub-subcontractors), is excluded insofar as the service is rendered, or is intended to be rendered, wholly or partly by a principal (proprietor of a sole trader or partner of a civil-law partnership).

3.7.5 The contractor warrants that the prohibition regarding the use of subcontractors in subsection 3.7.4 shall be complied with along the whole chain of all further subcontractors.

3.7.6 The contractor represents and warrants that each of its subcontractors and further subcontractors along the whole chain shall fulfil the statutory requirements relating to the minimum wage in relation to its employees. If this assurance is breached, the contractor shall indemnify SAH against third-party claims.

3.7.7 The contractor shall disclose to SAH at any time on request, along the whole chain, which subcontractors are or have been used to fully or partly comply with the performance duties contractually incumbent upon it in relation to SAH.

3.7.8 The contractor shall, to the same extent as it is liable for fault on its own part, be liable to SAH for fault on the part of the subcontractors and performing agents used by it.

3.7.9 If the contractor breaches any of the aforementioned duties or assurances in subsections 3.7.1 - 3.7.7, the contractor shall be liable to SAH for all loss and damage resulting therefrom. Moreover, the parties agree that a breach of the content of this subsection 3.7 shall constitute good cause entitling SAH to terminate without prior notice the contract existing with the contractor.

3.8 The contractor's employees

3.8.1 Foreign workers who require a work permit shall be assigned by the contractor for the performance of its contractual services only if these are employees of the contractor. A further prerequisite is that these workers must possess a residence and work permit applicable to the area of the work to be carried out, in terms of territory and time. The contractor shall verify that these prerequisites are met before such workers perform any work.

3.8.2 By signing its declaration aimed at the conclusion of the order, the contractor also declares to SAH that a)



no investigations under the Posted Workers Act [Arbeitnehmer-Entsendegesetz] have been conducted against the contractor hitherto, or b) such investigations have not yielded any results.

3.8.3 The contractor undertakes to guarantee the minimum wage laid down under the statutory and collectively agreed provisions, in particular the Minimum Wage Act [Mindestlohngesetz] and the Posted Workers Act as well as under the relevant collective bargaining agreements, as well as agreed pay supplements, including social insurance contributions, contributions to the promotion of employment as well as social security expenditure for employees and for workers in minor employment. Sentence 2 in subsection 3.7.6 shall apply accordingly.

3.8.4 Additionally, the contractor undertakes to inform SAH if the relevant authority commences investigations against it due to a breach of provisions of the law on work and/or residence permits or due to a breach of the Posted Workers Act.

3.8.5 At SAH's request, the contractor shall place its employees assigned for the performance of the contract under a written obligation to maintain secrecy in accordance with Section 53 of the German Federal Data Protection Act [BDSG] and prove this to SAH on request. In individual cases, SAH itself may also request a separate declaration of confidentiality from employees of the contractor; the contractor shall be informed thereof.

3.9 Personal data

3.9.1 If SAH makes personal data of its employees (hereinafter "Personal Data") available to the contractor in the context of the implementation of the contract, or if the contractor obtains knowledge of such Personal Data in some other way, the following provisions shall apply.

3.9.2 Personal Data that are disclosed in the aforementioned manner and are not processed on behalf of SAH shall be processed by the contractor exclusively for processing the contract and - except where legally permissible - not in any other way. In particular, such Personal Data shall not be disclosed to third parties and/or analysed for the contractor's own purposes and/or used for the formation of profiles.

3.9.3 The contractor shall ensure that the Personal Data are made accessible only to those employees of the contractor who are assigned for the implementation of the contract concerned, and only to the extent necessary for the implementation of this contract (need-to-know principle). The contractor shall arrange its in-house organisation in such a way that this meets the requirements of applicable data protection law. In particular, the contractor shall take technical and organisational measures to adequately secure the Personal Data against misuse and loss.

3.9.4 The contractor shall not acquire any rights to the Personal Data and shall, subject to the statutory prerequisites, be obliged to rectify, erase and/or restrict the processing of the Personal Data at any time. Rights of retention in respect of Personal Data are excluded.

3.9.4 In addition to its statutory obligations, the contractor shall inform SAH without undue delay, no later than within 24 hours, of any breach of the protection of Personal Data, particularly in the event of loss. When the contract concerned ends, the contractor shall delete the Personal Data, including all copies made, in accordance with the statutory provisions.

3.10 Other provisions

3.10.1 All agreements concerning works or services shall be subject to the laws of the Federal Republic of Germany, except for the conflict of laws rules or international uniform law. Applicability of the uniform UN sales law (CISG) is expressly excluded. Traunstein, Germany, is the place of jurisdiction.

3.10.2 SAH's General Terms and Conditions of Purchase ("GT&CP") shall apply in all other respects. However, the Special Terms and Conditions for Services/Works shall take precedence over the GT&CP in the event of inconsistencies.