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0 SCOPE OF APPLICATION

These General Terms and Conditions of Contract apply only to companies within the meaning of Section 14 of the German Civil Code (BGB).

1 CONTRACTUAL BASES

- 1.1 The bases of the contract are in the following order:
- the order letter
 - the minutes of the hearing including the associated annexes
 - these General Terms and Conditions of Contract of Hagedorn Bau GmbH
 - the offer of the subcontractor (hereinafter referred to as NU) with the changes and additions made according to the negotiation protocol
 - the tender documents and any additional conditions of Hagedorn Bau GmbH
 - the General Conditions of Contract for the Execution of Construction Work (VOB/B) in the version valid at the time of conclusion of the contract and the VOB/C including other relevant DIN regulations in the version valid at the time of acceptance.
 - Accident prevention regulations of the respective professional association
- 1.2 In the event of contradictions between the textual service description and drawings, the service description shall take precedence.
- 1.3 The contractual components listed under Section 1.1 shall also form basis for supplementary and additional orders, unless the parties agree otherwise in individual cases.
- 1.4 General terms and conditions of delivery, assembly, sale and payment as well as other general terms and conditions of the subcontractor shall not become part of the contract, even if reference is made to them in the offer or in other documents of the subcontractor.
- 1.5 Only the management of Hagedorn Bau GmbH and the persons authorised to do so in the corresponding negotiation protocol are authorised to make changes to the contract, in particular orders to change the execution or provision of additional services. Other persons are only authorised to make or accept legal declarations on behalf of Hagedorn Bau GmbH if they have been authorised to do so in writing by the management or if this is necessary to avert imminent danger to Hagedorn Bau GmbH. In the latter case, the subcontractor must inform Hagedorn Bau GmbH of this in writing without delay.

2 EXECUTION DOCUMENTS

- 2.1 The contractor must check the documents provided to him for inconsistencies, insofar as they are technically related to the service owed by him. This applies in particular to errors, deviations from the previously expressed will of Hagedorn Bau GmbH, violations of the generally recognised rules of technology or building regulations, contradictions and gaps in the documents. All measurements must be checked on site. The subcontractor must notify Hagedorn Bau GmbH immediately in writing of any discrepancies discovered or suspected.
- 2.2 The subcontractor is obliged to inform himself about the location and course of underground supply lines. If he cannot assess them with sufficient certainty without further documents, he must request these from Hagedorn Bau GmbH in good time.
- 2.3 Insofar as the contractor is required under the contract to prepare or procure the necessary execution, construction and detailed plans, static calculations, formwork plans or other documents for the performance of its services, the contractor shall He must submit them to Hagedorn Bau GmbH in good time before the start of execution so they can be checked and coordinated with other trades. Contractually agreed planning submission deadlines must be observed.

- 2.4 Plans handed over to the contractor may only be used for the execution of the contractual services. Publication or disclosure to third parties who are not involved in the provision of the services is prohibited.
- 2.5 The contractor must clarify in good time at the beginning of its service provision which documentation, acceptances and proofs it must submit to Hagedorn Bau GmbH or its customers for completion of its service. The subcontractor must then submit to Hagedorn Bau GmbH the as-built plans, maintenance and operating documents, sample certificates, official approvals, TÜV and regulatory approvals, etc. owed in its performance in good time, as far as technically possible, 4 weeks before completion of its performance, without being requested to do so, but no later than at the time of acceptance.

3 EXECUTION, QUALITY ASSURANCE

- 3.1 The subcontractor must carry out the work in his own company (§4 Para. 8 VOB/B).
 If, in individual cases, Hagedorn Bau GmbH expressly authorises him in writing to transfer services to another subcontractor, he must notify Hagedorn Bau GmbH of this intention in writing without delay and inform Hagedorn Bau GmbH in writing the type and scope of the transferred work as well as the name, address and corresponding licensing requirements, proof of qualifications and certifications of the other subcontractor.
 Hagedorn Bau GmbH is entitled to refuse its consent to the subcontracting of services to the other subcontractor named by the SC if there are doubts about the reliability and/or performance capability and/or expertise of the other subcontractor named by the SC. The subcontracting of services by subcontractors approved by Hagedorn Bau GmbH to other subcontractors is expressly prohibited. The subcontractor is obliged to expressly agree the exclusion of the commissioning of further subcontractors with its subcontractor and to prove this to Hagedorn Bau GmbH upon request.
- 3.2 The subcontractor must always keep a construction diary in accordance with Hagedorn Bau GmbH's formal requirements and submit it to Hagedorn Bau GmbH on a daily basis without being specifically requested to do so.
- 3.3 All areas used by the NU, in particular the establishment of work and storage areas, must be agreed with Hagedorn Bau GmbH before work commences.
- 3.4 Unless otherwise in individual cases, the SC owes a design that with the generally recognised rules of technology at the time of acceptance. The subcontractor must inform Hagedorn Bau GmbH in good time of any changes to these rules that occur during the construction period and that have not been taken into account in the contractual service description. Before the start of execution, the SC must enquire about the quality requirements of the project to be carried out, ensure the necessary preventive measures for monitoring and comply with the regulations from the test plans and procedures of Hagedorn Bau GmbH.
 Ensure quality assurance of the client in accordance with e.g. DIN ISO 9001:2015 in performance requirements for its employees.
 If the subcontractor fails to provide this or another equivalent quality assurance, the client shall be entitled, after a reasonable period of time has expired in vain, to demand quality assurance and -monitoring itself or have it carried out by third parties. The costs shall be borne by the SC. The SC has no claim to quality monitoring for compliance with the contractual obligations by the client.
- 3.5 At the request of Hagedorn Bau GmbH, the subcontractor is obliged to energy supply connections created by it available for shared use by other building tradesmen, even the period of execution of its own contractual performance. In this case, the SC shall be entitled to reimbursement of the consumption costs incurred by the other building tradesman, including an appropriate proportion of these costs.

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- share of the costs for the creation of the energy supply connection. If the NU is unable to obtain reimbursement of costs from the other building contractor, this shall be done by Hagedorn Bau GmbH. If it is not possible to precisely record the consumption costs due to the lack of intermediate meters or similar devices, the cost shares of the companies that have used the energy supply connection shall be based on the ratio of the remuneration amounts to which the companies are entitled vis-à-vis Hagedorn Bau GmbH.
- 3.6 If the subcontractor fails to fulfil this obligation within a reasonable period set by Hagedorn Bau GmbH, Hagedorn Bau GmbH may have the contamination removed at the subcontractor's expense. Hagedorn Bau GmbH shall not be responsible for any claims under public or civil law from the contamination.
- 3.7 Hagedorn Bau GmbH may order changes to the construction design. It may order the execution of additional services that are not specified in the contract but are necessary for the execution of the contractual services, unless the contractor's operations are not adjusted to such services. Orders relating to the manner of performance and the construction period are also deemed to be changes to the construction design.
- 3.8 (1) During the execution of the construction project, Hagedorn Bau GmbH shall constantly monitor the services already performed in to avoid defects and disruptions in the construction process and to ensure compliance with the construction schedule for the construction project. It also serves to optimise the coordination of the services of all parties involved in the construction as far as possible and thus to achieve an economical and speedy execution of the construction work. The subcontractor is obliged to co-operate during the execution of its services and also to carry out the measures for checking its services with regard freedom from defects and timeliness, which provided for in the DIN standards and other technical regulations applicable to its services.
- (2) In particular, the subcontractor is obliged to inform Hagedorn Bau GmbH in writing prior to the performance of its services of the measures it intends to take to avoid defects and disruptions in the construction process and to carry out the communicated measures, unless changes are agreed. If the subcontractor is in default with the fulfilment of the prescribed obligation, Hagedorn Bau GmbH may demand compensation for the resulting damage. It is also entitled to have the services owed performed by third parties at the expense of the subcontractor if it previously granted the subcontractor a reasonable grace period.
- (3) Rights to which Hagedorn Bau GmbH is entitled under Section 4 (1) Nos. 2 and 3 VOB/B shall remain unaffected.
- 3.9 Before commencing its services, the subcontractor must submit to Hagedorn Bau GmbH a construction schedule showing the start and end of the individual parts of the contractual services. In doing so, it must take into account the planning of the entire construction process by Hagedorn Bau GmbH and, at the request of Hagedorn Bau GmbH, provide the information for the coordination of the contractual services with the services of other parties involved in the construction. This also includes information on the timing and scope of material deliveries for the purpose of coordinating storage and handling areas and transport routes on the construction site. The subcontractor must comply with all instructions of Hagedorn Bau GmbH to maintain orderly conditions on the construction site, in particular the allocation of storage and handling areas.
- 4 SAMPLING, EVIDENCE**
- 4.1 Proofs of suitability and quality, samples and other proofs resulting from Contractor's performance that are owed under the contract, DIN standards or other technical regulations must be submitted to Hagedorn Bau GmbH in good time so that Hagedorn Bau GmbH has a reasonable period of time to examine them. and release is available. In doing so, the subcontractor must also ensure that contractual individual and execution deadlines are met. If samples, certificates of suitability or quality are not submitted in good time or not in a manner and quantity for a decision on them, or if they do not meet the contractual requirements, any associated delay shall be borne by the SC.
- 4.2 The NU warrants that it will only use building materials and carry out processes that are harmless to health and the environment and are subject to the latest technical conditions.
- 4.3 In agreement with Hagedorn Bau GmbH, the subcontractor shall submit in good time and during the provision of services for ongoing quality assurance, prior to interim or final acceptance in accordance with construction regulations, technical standards and regulations, all tests and proof of performance customary and necessary according to the rules of technology. The costs for this, be they own or those of third parties such as testing institutes, etc., are included in the service prices.
- 5 EXECUTION DEADLINES**
- 5.1 The contractual services must be completed within the agreed deadlines. The individual deadlines specified in a construction schedule or otherwise in the contract are also expressly deemed to be contractual deadlines (Section 5 (1) sentence 2 VOB/B).
- 5.2 The subcontractor must constantly monitor the execution of the contract and ensure that the agreed contract deadlines, including the interim deadline, are met. Weather influences, which are to be expected depending on the season and climate changes, must be taken into account. The contractor is obliged to request from Hagedorn Bau GmbH the execution documents required for the tests in good time before the start of work.
- 5.3 At the request of Hagedorn Bau GmbH, the Subcontractor shall provide information on the planned work processes, in particular dates for individual partial services or service sections. This applies in particular if agreed deadlines or deadlines originally promised by the subcontractor have been exceeded or if there is reason to fear that contractual deadlines will not be met due to the behaviour of the subcontractor or if Hagedorn Bau GmbH requires the information for the purposes of construction scheduling.
- 6 REMUNERATION**
- 6.1 The contract prices are fixed prices. Wage and material price increases after conclusion of the contract shall not be remunerated. Insofar as statutory or contractual provisions, in particular § 2 VOB/B, provide otherwise, these provisions shall remain unaffected. The statutory value added tax is not in the fixed prices. Hagedorn Bau GmbH is a VAT company based in Germany and a service provider according to § 13 b UStG.
- 6.2 At the request of Hagedorn Bau GmbH, the contractor must hand over the price determination for the contractual service in a sealed envelope. Hagedorn Bau GmbH may inspect the price determination if this appears necessary for the examination of claims of the subcontractor for additional remuneration (§2 para. 6 VOB/B) or for the determination of a new remuneration as a result of a change in the construction design or other orders (§2 para. 5 VOB/B). Hagedorn Bau GmbH also has this right if new prices are required due to quantity deviations (§2 Para. 3

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VOB/B) or after termination or partial termination, the remuneration for services rendered must be determined or compensation for termination (Section 8 (1) No. 2 VOB/B) must be determined.

- 6.3 The Subcontractor shall only be entitled to additional remuneration for modified and additional services if it announces this claim in writing prior to execution. Without prior notice, the SC may only claim the additional remuneration if the notice was dispensable in the specific case for the protection of Hagedorn Bau GmbH and therefore had no function or if the failure to give notice is exceptionally excused. The Contractor shall bear the burden of proof for this.

Together with the notification of additional costs or, if this is not possible in terms of time, immediately thereafter, the subcontractor must submit to Hagedorn Bau GmbH a verifiable calculation of the additional remuneration claimed by it in the form of a supplementary offer. The contractor must await Hagedorn Bau GmbH's decision before carrying out the amended or additional services, unless Hagedorn Bau GmbH orders immediate execution of the service.

- 6.4 If a lump-sum price has been agreed, this shall cover all deliveries and services required for the complete provision of the services to be provided in accordance with the service description, the contract drawings and other contractual components in accordance with the generally recognised rules of technology.
- 6.5 The prices the costs for instructing the personnel of the customer of Hagedorn Bau GmbH in the operation and maintenance of the systems supplied and/or installed by the subcontractor.

7 CONTRACTUAL PENALTY FOR DELAY

- 7.1 If the contractor is in default with the agreed completion date, he shall pay a contractual penalty. Unless otherwise in individual cases, this shall amount to 0.2 % of the net order amount for each working day of overrun, but not more than 5 % of the net order amount.
- 7.2 If interim deadlines have been agreed, the SC undertakes to pay a contractual penalty of 0.15% of the net order amount in the event that the interim completion deadline agreed in the respective line is culpably exceeded per working day, but not more than a total of 5% of the net order value. A contractual penalty incurred once for exceeding a completion deadline shall be offset against contractual penalties incurred for exceeding subsequent interim completion deadlines and for exceeding the overall completion deadline.
- 7.3 If, instead of the agreed total completion deadline or the agreed interim completion deadlines, binding completion deadlines deviating from these are subsequently agreed between the parties, the contractual penalty provision in accordance with the aforementioned Sections 7.1 and 7.2 shall also apply if these newly agreed completion deadlines are culpably exceeded.
- 7.4 If the agreed overall completion deadline is extended or the agreed interim completion deadlines are extended - for example in accordance with Section 6 Para. 2 VOB/B - without the parties agreeing new contractual deadlines, the respective contractual penalty shall be forfeited as soon as the subcontractor is in default with the completion of the overall or individual service owed at the time the deadline expires - for example by reminder from Hagedorn Bau GmbH after expiry of the extended deadline - unless the construction work was so considerably delayed by circumstances for which the subcontractor is not responsible that the subcontractor's entire schedule was overturned and he was forced to thoroughly reorganise the construction process. In this case, the contractual penalty claim shall lapse.
- 7.5 Claims for damages by Hagedorn Bau GmbH due to default in addition to the contractual penalty shall remain unaffected by the contractual penalty. However, the contractual penalty shall be offset against any claims for damages for the same reason for liability.

- 7.6 A forfeited contractual penalty can be asserted until the final payment is due (Section 16 (1) VOB/B).

8 ACCEPTANCE

- 8.1 The subcontractor must submit the documentation, operating instructions, evidence, test certificates and as-built documents owed under the contract, the relevant DIN standards or other technical regulations in good time in coordination with Hagedorn Bau GmbH. The documents must be submitted in quadruplicate and additionally made available on a digital data carrier. The costs for this are covered by the contract prices. If essential documents mentioned in sentence 1 are missing, Hagedorn Bau GmbH may refuse acceptance. In particular, essential documents are those that are for operation, maintenance or the granting of public-law authorisations and acceptances.
- 8.2 Acceptance shall be formal. § Section 12 (5) VOB/B does not apply.
- 8.3 Hagedorn Bau GmbH may demand a postponement of acceptance by up to 24 working days after completion of the services of the subcontractor if it is carrying out the construction project as general contractor and it can only assess the contractual quality of the contractual services in connection with work to be completed later by another subcontractor or if acceptance or partial acceptance (Section 12 (2) VOB/B) of the services of Hagedorn Bau GmbH by its client is to be expected within this period.

9 CLAIMS FOR DEFECTS

- 9.1 The obligation to remedy defects before acceptance is governed by Section 4 (7) VOB/B. Notwithstanding § 4 para. 7 sentence 3 and § 8 para. 3 VOB/B, Hagedorn Bau GmbH shall, however, be entitled to have the defects remedied at the expense of the contractor even without withdrawing the order after setting a reasonable deadline.
- 9.2 Claims for defects after acceptance are governed by § Section 13 VOB/B with the following exception: The limitation period for claims for defects is 5 years plus 12 weeks, in deviation from Section 13 (4) VOB/B. § Section 13 (4) no. 2 VOB/B shall not apply. The limitations of the statutory right of reduction in §Section 13 (6) VOB/B and the statutory claims for damages in Section 13 (7) VOB/B shall not apply; the provisions of the BGB shall apply in this respect.

10 HOURLY PAID WORK

- 10.1 Hourly labour shall only be remunerated if it expressly ordered by Hagedorn Bau GmbH.
- 10.2 The subcontractor must submit hourly wage slips in duplicate for hourly paid work on each working day. In addition to the information specified in Section 15 (3) VOB, these must also include
- the date
 - the name of the construction site
 - the internal cost centre of Hagedorn Bau GmbH for this construction site
 - the type of service
 - the names of the workers and their occupational, wage or salary group
 - the hours worked per worker, broken down if necessary into overtime, night work, work on Sundays and public holidays and into aggravating factors not in the billing rate, and
 - contain the device parameters.
- Hourly wage invoices must itemised in accordance with the hourly wage slips. Insofar as work invoiced on the basis of hourly wages is by its nature related to other contractual services that are to be invoiced according to unit prices or a lump-sum price, the work shall be invoiced on the basis of hourly wages.

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- If they can be allocated to other contractual services, they must be clearly listed in invoices for these other contractual services.
- 10.3 If it turns out that the work invoiced at an hourly rate is already included in other contractual services or is part of ancillary services that are not to be remunerated separately, the subcontractor cannot demand additional remuneration for this.
- 10.4 Hourly paid work shall be invoiced in accordance with the contractual agreements. If the contract does not provide for hourly wage work, a subsequent agreement on this does not result solely from the signing of hourly wage statements. The signing of hourly wage slips and the associated recognition effect only concern the type and scope of the services provided.
- 11 PAYMENTS, DISCOUNTS, INVOICES**
- 11.1 The subcontractor may demand instalment payments in accordance with the payment plan agreed between the parties. If no payment plan has been agreed, the SC may claim instalment payments in accordance with Section 16 (1) VOB/B.
- 11.2 If determinations on the construction site are necessary for invoicing, these are to be made jointly; the contractor must apply for them in good time. However, the involvement of Hagedorn Bau GmbH in determining the scope of services shall not be deemed to be an acknowledgement.
- 11.3 All dimensions required check the invoice must be directly visible on the invoice drawings or other measurement documents.
- 11.4 All invoices and the necessary supplementary documents must be submitted in a simple form. The invoice must verifiably show the services rendered since the start of construction and the individual instalment payments already made. If possible, measurements, mass calculations, time sheets and other accounting documents on which the invoice is based should be forwarded to the site manager of Hagedorn Bau GmbH for checking in advance.
- 11.5 If an advance payment, instalment, partial final or final invoice is settled within 14 days of receipt of the invoice, the SC shall grant Hagedorn Bau GmbH a discount of 3% of the justified claim. The discount may already be deducted from the respective advance payment in due time, The discount period shall commence only upon receipt of the missing documents. If invoices are not verifiable and Hagedorn Bau GmbH objects to this immediately, the discount period shall only commence upon receipt of the missing documents. If invoices are due within a shorter period than that specified in sentence 1 in accordance with the contractual agreements, Hagedorn Bau GmbH shall not be entitled to deduct a discount. If a partial, partial final or final invoice is only partially paid within the discount period, the discount deduction shall be calculated on the basis of the amount paid and shall be permissible.
- 11.6 In the case of a transfer or payment from an account of Hagedorn Bau GmbH, the day of payment shall be deemed to be the day on which the transfer order is handed over or sent to the post office or to the financial institution, provided that the account of Hagedorn Bau GmbH contains a has sufficient funds to execute the transfer order.
- 11.7 The contractor must include the following note in its invoices: "The recipient of the service is liable for tax in accordance with Section 13b(1)(4) UStG". This does not apply if the contractor exceptionally does not provide construction services within the meaning of Section 13b(1)(4) UStG.
- 12 SECURITY SERVICE**
- 12.1 Unless otherwise in individual cases, the SC shall, in order to ensure the contractual performance of its services and the fulfilment of all other contractual obligations

- including the reimbursement of overpayments and the elimination of defects identified up to and during acceptance, an unlimited, irrevocable, directly enforceable guarantee, not on first demand and without exclusion of § 768 BGB, in accordance with the submission of Hagedorn Bau GmbH, but at least from a credit institution or credit insurer corresponding to the requirements of § 17 para. 2 VOB/B, in the amount of
- of 10 % of the order amount excluding VAT. The guarantee must be provided within 14 working days of conclusion of the contract. It must be returned after acceptance, unless claims of Hagedorn Bau GmbH, which the surety serves to secure, not yet been fulfilled; in this case, the SC may only demand the return of the surety against the provision of a reduced surety in an amount appropriate to the claims to be secured.
- 12.2 If the scope of services owed increases after conclusion of the contract due to the agreement of additional or amended services or due to a justified request by Hagedorn Bau GmbH in accordance with Section 1 (3) or Section 1 (4) VOB/B, the SC must provide a further guarantee in the amount of 10% of the additional remuneration for the additional or amended services. Section 14.1 shall apply accordingly to the content and return.
- 12.3 If the SC fails to provide the guarantee in accordance with section 14.1 in due time or fails to provide further guarantees owed in accordance with section 14.2, Hagedorn Bau GmbH may withhold payments due in an amount corresponding to the amount of the missing guarantee. If due payment claims of the SC from which a retention could be made do not exist or do not yet exist in a sufficient amount, Hagedorn Bau GmbH may terminate the contract without notice. Cancellation is permissible after Hagedorn Bau GmbH has granted the SC a reasonable grace period under threat of cancellation.
- 12.4 To secure the warranty claims of Hagedorn Bau GmbH for defects that Hagedorn Bau GmbH has not detected before or during acceptance but after acceptance, including claims for damages, reimbursement of expenses and reduction based on these defects, Hagedorn Bau GmbH may, after acceptance, 5% of the final invoice amount (total remuneration including remuneration for sanitary facilities, energy consumption, waste disposal, construction sign and other construction site costs of Hagedorn Bau GmbH) excluding VAT for the duration of the limitation period for claims for defects. The retention also serves to secure the indemnification and recourse claims of Hagedorn Bau GmbH against the subcontractor arising after acceptance in accordance with Clause 7.9, which are based on the fact that Hagedorn Bau GmbH is liable to pay compensation in accordance with Section 14 AentG, Section 28 e (3 a) SGB IV, Section 150 (3) SGB VII or o 13 MiLoG due to payments not made by the subcontractor or a subcontractor or lender used by him. The obligation of Hagedorn Bau GmbH to pay the retention into a blocked account in accordance with Section 17 (6) VOB/B is waived. If the subcontractor makes use of his right of exchange in accordance with Section 17 (3) VOB/B by providing a guarantee, he must provide an unlimited, irrevocable, directly enforceable guarantee, not issued on first demand and without the conclusion of Section 768 BGB, in accordance with the submission of Hagedorn Bau GmbH, but at least from a credit institution or credit insurer that meets the requirements of Section 17 (2) VOB/B. The guarantee must be provided that claims arising from this guarantee shall in no case become time-barred earlier than the secured principal claim, but in any case at the latest after the expiry of the period specified in Section 202 (2) BGB. In all other respects, the provisions of o 17 VOB/B unchanged.

13 ASSIGNMENT AND SET-OFF

- 13.1 The assignment of a claim, regardless of its content, requires the consent of the client. Without the required

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Assignments made without consent are invalid. The Client shall only refuse consent if, after examination of the individual case, its interests in maintaining the receivables relationship outweigh the interests of the contractual partner in the intended assignment.

- 13.2 Offsetting or the assertion of a right of retention by the subcontractor is not permitted unless its counterclaims have been legally established or recognised.

14 RISK ASSUMPTION, INSURANCE

- 14.1 The subcontractor shall bear the risk for all services and deliveries to be rendered under this contract until acceptance in accordance with the terms of the contract.

§§ 644, 645 BGB. § Section 7 VOB/B is excluded.

- 14.2 The subcontractor is obliged to provide evidence of the conclusion and existence of adequate public liability insurance for all damage for which it is responsible.

15 TERMINATION

Sections 8 and 9 VOB/B apply to the cancellation of the contract; however, contrary to Section 8 (3) No. 1 sentence 2 VOB/B, the cancellation may also be limited to parts of the contractual performance if these parts do not constitute self-contained parts of the contractual performance.

16 BUILDING SIGN/ADVERTISING

- 16.1 If the subcontractor wishes its participation in the construction project to be identified by construction signs, it must inform Hagedorn Bau GmbH of this when submitting its offer. If Hagedorn Bau GmbH intends to erect a joint construction sign for all parties involved in the construction work, the contractor shall be named on this construction sign. The erection of a separate construction sign by the NU is excluded. Unless otherwise agreed, the subcontractor shall contribute to the costs of the joint construction sign with an amount corresponding to the ratio of its invoiced amount to the ratio of the invoiced amounts of the other subcontractors listed on the construction sign. This amount shall be withheld from the final payment.

- 16.2 Apart from the construction sign, the contractor may not affix any advertising to the construction site unless this has been expressly authorised in writing by Hagedorn Bau GmbH in terms of type and scope.

- 16.3 The subcontractor may not publish photos of the construction site without the written consent of Hagedorn Bau GmbH, unless only services or employees of the subcontractor or its subcontractor are recognisable on them. In particular, the publication of photos the building site, the building under construction or completed building or parts thereof or persons not belonging to those named in sentence 1 is prohibited.

17 GENERAL

- 17.1 The subcontractor is only authorised to assign rights and obligations under this contract to third parties in whole or in part with the written consent of Hagedorn Bau GmbH.
- 17.2 The contractor is also obliged to provide evidence of the conclusion and existence of adequate public liability insurance for all damage for which it is responsible and to attach a copy to the signed contract. For its part, Hagedorn Bau GmbH is not obliged to check that this insurance cover is sufficient.
- 17.3 The subcontractor is not authorised to make agreements or arrangements of any kind relating to this order directly with the customer of Hagedorn Bau GmbH.
- 17.4 If Hagedorn Bau GmbH is to terminate the contract with the subcontractor, the cancellation may also be limited to parts of the contractual performance. This also apply if the parts do not constitute self-contained parts of the contractual services within the meaning of Section 8 (3) no. 1 sentence 2 VOB/B.

- 17.5 The subcontractor must inform Hagedorn Bau GmbH immediately in writing of any transfer of contract and claims occurring by operation of law and of any change to its company name and registered office.

- 17.6 Should individual provisions of the contract be or become invalid, this shall not affect the legal validity of the remainder of the contract. Any invalid provisions are those which regulate the contractual intention of the parties in a legally permissible manner.

- 17.7 If the subcontractor a merchant, the place of jurisdiction for disputes arising from this contract shall be Gütersloh.

- 17.8 Disputes arising from this contract shall be governed by German law to the exclusion of the provisions of international private law. The contractual language is German.

18 FURTHER OBLIGATIONS OF THE NU

- 18.1 Total social security contributions/tariff compliance
 The subcontractor to observe and comply with the provisions on the payment of total social security contributions in accordance with §28 e SGB IV, the statutory accident insurance contributions in accordance with §150 SGB VII and the minimum wage and holiday fund contributions in accordance with the collective bargaining regulations and §1 AEntG.

- 18.2 Temporary employment and undeclared work
 Furthermore, the NU guarantees that no temporary workers will be used in the performance of the services in violation of the provisions of the Temporary Employment Act and that no violations of the Act to Combat Temporary Employment will be committed. undeclared labour. The contractor is expressly advised that it is not permitted to commence work without the required business registration and entry in the register of craftsmen.

- 18.3 Payroll and contribution accounting
 The subcontractor is also obliged to organise the payroll documents and the contribution statement in such a way that it is possible to allocate the employees, the remuneration and the total social security contribution due on it and the contribution to statutory accident insurance to this work contract (Section 28f (1) SGB IV, Section 165 (4) SGB VII).

- 18.4 Certificates from the tax office
 The contractor declares that he is in possession of a clearance certificate and an exemption certificate for tax deduction for construction services in accordance with Section 48 b (1) EStG from the tax office.

- 18.5 Work and residence permit
 The NU assures that it will only deploy employees from EU countries or only from third countries who are in possession of a valid work and residence permit. All employees must be in possession of the required social insurance cards or certificates. The work permits and social insurance certificates must be presented to the HU upon request.

- 18.6 Subcontracting of construction services
 Subcontracting of construction work requires the consent of the HU if the requirements of § 4 No. 8 VOB/B are met. The subcontractor must name the sub-subcontractors commissioned by it for each subcontracting. A change of sub-subcontractors in the course of construction requires the consent of the HU. Furthermore, the subcontractor undertakes to only assign services to subcontractors who fulfil the same requirements. have entered into the above obligations to him in writing. The corresponding declarations of commitment must be kept by the NU and presented to the HU upon request.

19 BREACH OF THE OBLIGATIONS OF NU UNDER SECTION. 18

19.1 For each case of culpable breach of the obligations under Clause 18, the SC shall a contractual penalty in the amount of 5,000.00€ . The amount of the total contractual penalty shall be limited to a maximum of 5% of the net order value, even if a contractual penalty is asserted for other reasons (Clause 7). We reserve the right to assert further claims for damages.

19.2 In addition to the assertion of the contractual penalty, HU is entitled to terminate the contract without notice for good cause in the event of breaches of the obligations under Clause 18, in the event of breaches of the minimum wage regulation in accordance with the AEntG or in the event of breaches of public procurement law, or the laws on the observance of collective agreements in accordance with Clause 19.4 (6) (withdrawal of the order). After cancellation of the order, the HU is entitled to have the part of the service not yet completed carried out by a third party at the expense of the SC; claims for compensation for further damage remain unaffected by this.

The HU is also entitled to terminate this contract without notice for good cause if a claim is made against it for payment of contributions under another contract with the NU in accordance with Clause 18.

19.3 The SC shall indemnify the HU against all claims against the HU due to the SC's violation of Section 28e SGB IV or Section 150 SGB VII. The same applies to violations of the provisions of the German Posted Workers Act, the German Temporary Employment Act, the Act to Combat Illegal Employment or - where applicable - collective bargaining or procurement laws pursuant to Section 18.1 (2). If, contrary to Section 18.6, the SC commissions other companies or lenders, the SC shall also indemnify the HU against claims against the HU due to violation of the provisions by these subcontractors.

19.4 The SC authorises the HU to obtain information on the payment of holiday fund contributions from the social security funds. The HU is authorised to submit this information to its client. The HU is authorised to the social security cards, identity cards or comparable documents directly with the employees. Before commencing work, the Subcontractor must also provide the HU with a list of its employees working on the construction site and - on request - employee declarations on minimum and collectively agreed wages in accordance with the HU's model. Employees of the SC who are not on the list or who have not submitted an employee declaration despite being requested to do so are not to work on the construction site.

The Subcontractor must inform the HU immediately and without being asked of any changes to the staffing of the construction site and deliver the employee declarations subsequently.

The HU is authorised to carry out corresponding checks on the construction site. The subcontractor must impose the obligations provided for here on any sub-subcontractor commissioned by it with the proviso that it can also pass on its employee lists and employee declarations on minimum and collectively agreed wages to the HU and that the HU is also authorised to carry out personnel checks on the construction site.

If an employee of the Subcontractor or a sub-subcontractor is found during an inspection who is not on the list of employees or from whom no employee declaration is available despite a request, the HU is entitled to the employee from the construction site immediately. In this case, the HU shall also be entitled to demand that the subcontractor in question provide additional

to demand proof that the subcontractor or the sub-subcontractor commissioned by the contractor has provided the

employees are actually paid the minimum wage or the applicable pay scale. If doubts cannot be dispelled, the HU is entitled to terminate the contract (Clause 19.2). In the case of a sub-subcontractor, the SC is obliged to terminate the sub-subcontractor immediately, at the latest within a reasonable period of time, and to provide evidence of the termination to the HU.

The performance of personnel checks on the construction site by the HU does not entitle the SC to assert an obstruction.

The HU is also authorised to provide the name and address of the NU to the collection agency upon request (Section 28 e (3c) SGB IV).

19.5 To secure any recourse claims arising from Section 28 e (3a) SGB IV (non-payment of social security contributions), Section 150 (3) SGB VII (non-payment of accident insurance contributions) and Section 1, 1a AEntG (non-payment of the minimum wage and/or contributions to the holiday fund), the SC is obliged to provide the HU with security in accordance with Clause 12.

19 BREACH OF THE OBLIGATIONS OF NU UNDER SECTION. 18

19.1 For each case of culpable breach of the obligations under Clause 18, the SC shall a contractual penalty in the amount of 5,000.00€ . The amount of the total contractual penalty shall be limited to a maximum of 5% of the net order value, even if a contractual penalty is asserted for other reasons (Clause 7). We reserve the right to assert further claims for damages.

20 OCCUPATIONAL SAFETY

20.1 The NU is obliged to trained, sufficiently qualified and suitable personnel for the planning, organisation and implementation of its services, whereby a German-speaking manager must be permanently present on site.

20.2 At the request of Hagedorn Bau GmbH, the subcontractor is obliged to attend meetings to coordinate cross-trade hazards or other issues relating to occupational safety or send its authorised representative.

20.3 The subcontractor must the construction site in an orderly, clean and safe condition at all times and on his own responsibility.

20.4 The subcontractor must observe the law on technical work equipment (Equipment Safety Act) and the regulations of the employers' liability insurance associations valid at the time of performance. The subcontractor must also take all necessary safety precautions in connection with its performance, particularly with regard to the safety and health of all those involved in the construction work.

20.5 For the construction project in accordance with DGUV Regulation 1 § 6, the subcontractor has to agree with all contractors working on the construction site with regard to the measure in accordance with § 2 Para. 1, corresponding to § 8 Para. 1

Occupational Health and Safety Act. The subcontractor must inform the client without being asked before the start of the work in accordance with DGUV Regulation 1

o 19, the occupational safety specialist and the company doctor and, in accordance with § 20, the safety officer of his company in writing.

When carrying out its work, the subcontractor is obliged to observe all existing statutory and police regulations that come into force during the execution of the work, in particular the regulations of the building supervisory authorities, trade supervisory offices, state offices for occupational health and safety and employers' liability insurance associations. In order to prevent accidents at work, the subcontractor must implement facilities, instructions and measures that comply with the statutory health and safety regulations.

(Occupational Health and Safety Act, Construction Site Ordinance, Working Hours Act),

as well as the provisions of the general regulations of the employers' liability insurance association and the generally recognised safety and occupational health rules. In particular, reference is made to the preparation of risk assessments in accordance with Section 5 of the German Occupational Health and Safety Act (ArbSchG) and the instructions to be provided in accordance with Section 12 ArbSchG.

If the Construction Site Ordinance (BauStellV) applies to the construction project, the SC, as the employer, must take the resulting occupational health and safety measures in accordance with Section 5 of the Construction Site Ordinance and strictly follow the instructions of the safety and health coordinator and the safety and health protection plan. If safety and health coordination for the construction project is assigned to the HU by its client in accordance with the Construction Site Ordinance, the subcontractor must observe the HU's construction site regulations.

The SC is obliged to only assign services to subcontractors who have entered into the same obligations towards it. The HU reserves the right to have employees of the SC who are professionally and personally unsuitable, in particular those who seriously or repeatedly occupational safety regulations, replaced by suitable employees.

- 20.6 The subcontractor is obliged to take part in the subcontractor briefing by the person responsible for the construction site at Hagedorn Bau GmbH. The briefing is confirmed by the site manager and the participating subcontractor by signature.
- 20.7 The subcontractor is obliged to take part in a briefing on equipment and machines from Hagedorn Bau GmbH or from third-party providers (e.g. construction equipment hire companies) and to confirm this with a signature. Employees of the subcontractor and its subcontractors who do not have sufficient qualification
- The NU is prohibited from a device or machine provided to the NU.