

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:
 - a) the order letter
 - b) the minutes of the hearing including the associated annexes
 - c) these General Terms and Conditions of Contract of Hagedorn Service GmbH
 - d) the offer of the subcontractor (hereinafter referred to as NU) with the changes and additions made according to the negotiation protocol
 - e) the tender documents and any additional conditions of Hagedorn Service GmbH
 - f) 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.
 - g) 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 Service GmbH is authorised to make changes to the contract, in particular orders to change the execution or provision of additional services. and the persons authorised to do so in the corresponding negotiation protocol. Other persons are only authorised to make or accept legal declarations on behalf of Hagedorn Service GmbH if they have been authorised to do so in writing by the management or this is necessary to avert an imminent danger to Hagedorn Service GmbH. In the latter case, the subcontractor must inform Hagedorn Service GmbH immediately in writing.

2 EXECUTION DOCUMENTS

- 2.1 The subcontractor must check the documents provided to him for discrepancies, 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 Service GmbH, violations of the generally recognised rules of technology or building regulations, contradictions and gaps in the documents. All dimensions must be checked on site. The subcontractor must notify Hagedorn Service GmbH immediately in writing of any discrepancies discovered or suspected.
- 2.2 The NU is obliged to obtain information about the location and course of underground supply lines. If it cannot assess them with sufficient certainty without further documents, it must request these from Hagedorn Service GmbH in good time.
- 2.3 Insofar as the subcontractor is required under the contract to prepare or procure the execution, construction and detailed plans, static calculations, formwork plans or other documents necessary for the execution of its services, it must submit them to Hagedorn Service GmbH in good time before start of execution so that they can be checked and coordinated.

with other trades is possible. Contractually agreed plan submission deadlines must be observed.

- 2.4 Plans handed over to the NU 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 subcontractor clarify in good time at the beginning of its service provision which documentation, acceptances and proofs it must submit to Hagedorn Service GmbH or its customers for completion of its service. The subcontractor must then submit to Hagedorn Service GmbH the as-built plans, maintenance and operating documents, sample certificates, official approvals, TÜV and regulatory approvals, etc. owed in its service in good time, as far as technically possible, 4 weeks before completion of its service, without being requested to do so, but at the latest for acceptance.

3 EXECUTION, QUALITY ASSURANCE

- 3.1 The subcontractor must the service in his own company (§ 4 Para. 8 VOB/B).
If, in individual cases Hagedorn Service GmbH expressly permits the customer to transfer services to another subcontractor in writing, the customer must notify Hagedorn Service GmbH of this intention in writing without delay and inform Hagedorn Service GmbH in writing of the type and scope of the work transferred as well as the name, address and corresponding authorisation requirements, proof of qualifications and certifications of the other subcontractor.
Hagedorn Service GmbH is entitled to refuse its consent to the subcontracting of services to the other subcontractor named by the subcontractor if there are doubts about the reliability and/or performance and/or expertise of the other subcontractor named by the subcontractor.
The subcontracting of services by subcontractors approved by Hagedorn Service 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 Service GmbH on request.
- 3.2 The subcontractor must always keep a construction diary in accordance with Hagedorn Service GmbH's formal requirements and submit it to Hagedorn Service GmbH daily without special request.
- 3.3 All areas used by the NU, in particular the installation of work and storage areas, must be agreed with Hagedorn Service GmbH before work commences.
- 3.4 Unless otherwise agreed in individual cases, the subcontractor owes a design that complies with the generally recognised rules of technology at the time of acceptance. The subcontractor must inform Hagedorn Service 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 commencing execution, the subcontractor 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 inspection plans and quality assurance procedures of the
The client must ensure quality assurance in accordance with e.g. DIN ISO 9001:2015 in performance requirements for its employees. If the subcontractor fails to carry out this or another equivalent quality assurance, the client shall be entitled to carry out the quality assurance and monitoring itself or have it carried out by third parties after a reasonable period of time has expired in vain. The costs shall be borne by the CN. The SC has no claim to quality monitoring for compliance with the contractual obligations by the client.

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- 3.5 At the request of Hagedorn Service GmbH, the subcontractor is obliged to make energy supply connections created by him available to other building contractors for shared use, even beyond the period of execution of its own contractual performance. In this case, the subcontractor is entitled to reimbursement of the consumption costs caused by the other building contractor, including a share of the costs for the creation of the energy supply connection corresponding to the ratio of these costs. If the NU is unable to obtain reimbursement from the other building contractor, Hagedorn Service GmbH shall reimburse the costs. If it is not possible to accurately record the consumption costs due to the lack of intermediate meters or similar devices, the costs shall be based on the costs incurred by the NU.
 Cost shares of the companies used the energy supply connection in proportion to the remuneration amounts due to the companies from Hagedorn Service GmbH.
- 3.6 If the subcontractor fails to this obligation within a reasonable period of time set by Hagedorn Service GmbH, Hagedorn Service GmbH may have the contamination removed at the subcontractor's expense. Hagedorn Service GmbH shall not be responsible for any claims under public or civil law resulting from the contamination.
- 3.7 Hagedorn Service 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 shall also be deemed to be changes to the construction design.
- 3.8 (1) During the execution of the construction project, Hagedorn Service GmbH 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 the control of its services with regard to freedom from defects and timeliness, which are provided for in the DIN standards and other technical regulations applicable to its services.
- (2) In particular, the subcontractor is obliged to inform Hagedorn Service 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 measures notified, unless changes are agreed. If the subcontractor is in default with the fulfilment of the prescribed obligation, Hagedorn Service GmbH may demand compensation for the resulting damage.
 It shall also be entitled to have the services owed performed by third parties at the expense of the subcontractor if it has previously granted the subcontractor a reasonable grace period.
- (3) Rights to which Hagedorn Service GmbH is entitled under Section 4 (1) Nos. 2 and 3 VOB/B shall remain unaffected.
- 3.10 Before commencing its services, the subcontractor shall submit to Hagedorn Service GmbH a construction schedule showing the beginning and end of the individual parts of the contractual services.

go. In doing so, he must take into account the planning of the entire construction process by Hagedorn Service GmbH and, at the request of Hagedorn Service GmbH, the information for the coordination of the contractual services with the services of other parties involved in the construction. This also includes information on 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 Service GmbH to maintain orderly conditions on the construction site, in particular the allocation of storage and handling areas.

4 SAMPLING, EVIDENCE

- 4.1 Certificates of suitability and quality, samples and other evidence resulting from the service provided by the subcontractor, which are owed by contract, DIN standards or other technical regulations, must be submitted to Hagedorn Service GmbH in good time so that it a reasonable period of time for inspection and approval. 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 necessary for a decision on them, or if they do not meet the contractual requirements, any associated delay shall be borne by the subcontractor.
- 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 The subcontractor shall, in good time and in agreement with Hagedorn Service GmbH, submit all customary and necessary tests and proof of performance in accordance with the rules of technology during the provision of services for ongoing quality assurance, prior to interim or final acceptance in accordance with construction regulations, technical standards and regulations. The costs for this, be they our 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 contractor 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 due to seasonal and climatic changes, must be taken into account. The subcontractor is obliged to request from Hagedorn Service GmbH the execution documents required for the tests in good time before the start of work.
- 5.3 At the request of Hagedorn Service GmbH, the SC shall it with 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 a risk of non-compliance with contractual deadlines due to the behaviour of the subcontractor or if Hagedorn Service 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

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If 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 Service GmbH is a VAT company based in Germany and a service provider according to § 13 b UStG.

- 6.2 At the request of Hagedorn Service GmbH, the subcontractor must hand over the price determination for the contractual service in a sealed envelope. Hagedorn Service 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 Service GmbH also has this right if new prices are to be determined due to quantity deviations (§2 Para. 3 VOB/B) or after cancellation or partial cancellation of the remuneration for services rendered or if compensation for cancellation (§8 Para. 1 No. 2 VOB/B) is to be determined.
- 6.3 The Subcontractor shall only be entitled to additional remuneration for changed and additional services if it announces this claim in writing prior to execution. Without prior notice, the Subcontractor may only claim the additional remuneration if the notice was dispensable in the specific case for the protection of Hagedorn Service GmbH and therefore had no function or if the failure to give notice is exceptionally excused. The NU shall bear the burden of proof for this. Together with the notification of additional costs or, if this not possible in terms of time, immediately thereafter, the subcontractor shall provide Hagedorn Service GmbH with a verifiable calculation of the additional remuneration claimed by it in the form of a
to submit a supplementary offer. Before executing the amended or additional services, the contractor must await the decision of Hagedorn Service GmbH, unless Hagedorn Service GmbH orders immediate execution of the service.
- 6.4 If a lump sum price has been agreed, this shall cover all deliveries and services for the complete provision of the services to be rendered in accordance with the service description, the contract drawings and other contract 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 Service GmbH in the operation and maintenance of the systems supplied and/or installed by the NU.
- 7 CONTRACTUAL PENALTY FOR DELAY**
- 7.1 If the contractor falls behind the agreed completion date, he must pay a contractual penalty. Unless otherwise in individual cases, this shall amount to 0.2% of the net order value for each working day of delay, up to a maximum of 5% of the net order value.
- 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. Once a contractual penalty has been forfeited for exceeding a completion deadline, it shall be added to forfeited penalties. Contractual penalties for exceeding subsequent interim completion deadlines and for exceeding the overall completion deadline are taken into account.
- 7.3 If, instead of the agreed total completion deadline or the agreed interim completion deadlines, the parties subsequently agree on different binding completion deadlines, the contractual penalty provision in accordance with the aforementioned Sections 7.1 and 7.2 shall also apply in the event of a culpable delay in completion.

Exceeding these newly agreed completion deadlines.

- 7.4 If the agreed total completion period is extended or the agreed interim completion periods are extended
- for example in accordance with §6 Para. 2 VOB/B - without the parties agreeing new contractual deadlines, the respective contractual penalty is forfeited as soon as the subcontractor is in default with the completion of the overall or individual service owed expiry of the deadline - for example by reminder from Hagedorn Service GmbH after expiry of the extended deadline - unless the construction work was delayed so considerably due to 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 Service GmbH due to delay in addition to the contractual penalty 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 required by the contract, the relevant DIN standards or other technical regulations in good time in consultation with Hagedorn Service GmbH. The documents must be submitted in quadruplicate and also 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, the Hagedorn Service GmbH may refuse acceptance. In particular, documents that are important for operation, maintenance or the granting of licences and approvals under public law are essential.
- 8.2 Acceptance shall be formal. § Section 12 (5) VOB/B does not apply.
- 8.3 Hagedorn Service 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 a 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 Service GmbH by its client is to be expected within this period.

9 CLAIMS FOR DEFECTS

- 9.1 The obligation to remedy defects prior to acceptance shall be governed by Section 4 (7) VOB/B. Notwithstanding § 4 Para. 7 Sentence 3 and § 8 Para. 3 VOB/B, Hagedorn Service GmbH shall, however, also be obliged to remedy defects without withdrawing the order after setting a deadline. The contractor shall be entitled to have the defects remedied at the contractor's expense within a reasonable period of time.
- 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 has been expressly ordered Hagedorn Service GmbH.
- 10.2 The subcontractor must submit hourly wage slips in duplicate for hourly paid work on each working day. These

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in addition to the information according to § 15 para. 3 VOB:

- the date
 - the name of the construction site
 - the internal cost centre of Hagedorn Service 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, if applicable broken down by overtime, night work, work on Sundays and public holidays and by aggravating factors not included in the billing rate, and
 - contain the device parameters. Hourly wage invoices must be prepared in accordance with the hourly rates.
- be broken down into hourly wage slips. Insofar as work invoiced on an hourly wage basis can be allocated by its nature to other contractual services that are to be invoiced according to unit prices or a lump sum price, it 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 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 schedule has been agreed, the SC may demand 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 Service GmbH in determining the scope of services shall not be deemed to be an acknowledgement.
- 11.3 All dimensions required for checking the invoice must be directly visible from the invoice drawings or other measurement documents.
- 11.4 All invoices and the necessary supplementary documents must be submitted in a single copy. 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 Service 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 Service GmbH a discount of of the justified claim. The discount may already be deducted from the respective timely advance, instalment or partial final payment. If invoices are not verifiable and Hagedorn Service GmbH objects to this immediately, the discount period shall only commence upon receipt of the missing documents. If, according to the contractual agreements, invoices are due within a shorter period than that specified in sentence 1, Hagedorn Service GmbH shall not be entitled to deduct a discount. If a partial, partial final or final invoice is only

If the invoice is partially paid within the discount period, the discount deduction shall be calculated and authorised according to the amount paid.

- 11.6 In the case of a transfer or payment from an account of Hagedorn Service GmbH, the date of payment shall be deemed to be the date on which the transfer order is submitted or sent to the post office or financial institution, provided that the account of Hagedorn Service GmbH has sufficient funds to execute the transfer order.
- 11.7 The NU must the following note in its invoices:
"The recipient of the service is the tax debtor pursuant to Section 13b(1)(4) UStG". This does not apply if, exceptionally, the contractor does not provide construction services within the meaning of Section 13b(1)(4) UStG.

12 SECURITY SERVICE

- 12.1 Unless otherwise agreed in individual cases, the subcontractor must provide an unlimited, irrevocable, directly enforceable guarantee, not on first demand and without exclusion of Section 768 BGB, from a credit institution or credit insurer corresponding to the requirements of Section 17 (2) VOB/B in the amount of 10% of the contract sum excluding VAT to ensure the contractual execution 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. The guarantee must be provided within 14 working days of conclusion of the contract. It must be after acceptance, unless claims of Hagedorn Service GmbH, which the guarantee serves to secure, have not yet been fulfilled; in this case, the subcontractor may only demand the return of the guarantee against the provision of a reduced guarantee 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 Service GmbH in accordance with Section 1 (3) or Section 1 (4) VOB/B, the SC shall a further guarantee in the amount of 10% of the additional remuneration for the additional or amended services. Section 14.1 applies accordingly to the content and return.
- 12.3 If the subcontractor fails to provide the guarantee in accordance with section 14.1 in time or fails to provide further guarantees owed in accordance with section 14.2, Hagedorn Service GmbH may withhold payments due in an amount corresponding to the amount of the missing guarantee. If due payment claims of the subcontractor, from which a retention could be made, are not or not yet sufficiently available, Hagedorn Service GmbH may terminate the contract without notice. Cancellation is permissible after Hagedorn Service GmbH has granted the SC a reasonable grace period under threat of cancellation.
- 12.4 In order to secure Hagedorn Service GmbH's claims for defects which Hagedorn Service GmbH has not before or during acceptance but after acceptance, including claims based on these defects for damages and reimbursement of expenses as well as reduction, Hagedorn Service GmbH may, after acceptance, withhold 5% of the final invoice amount (total remuneration including remuneration for sanitary facilities, energy consumption, waste disposal, construction sign, etc.) and other construction site costs of Hagedorn Service 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 Service GmbH against the subcontractor arising after acceptance in accordance with Clause 7.9, which are based on the fact that Hagedorn Service GmbH is entitled to claim damages in accordance with § 14 AentG, § 28 e para. 3 a SGB

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IV, § 150 Para. 3 SGB VII or § 13 MiLoG due to non-payment by the subcontractor or a subcontractor or lender used by him. The obligation of Hagedorn Service 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 according to § 17 para. 3 VOB/B by handing over a guarantee, then

he must provide an unlimited, irrevocable, directly enforceable guarantee, not issued on first demand and without the conclusion of § 768 BGB, from a bank or credit insurer that fulfils the requirements of § 17 Para. 2 VOB/B. The guarantee must contain the provision 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. Otherwise, the provisions of § 17 VOB/B shall apply unchanged.

13 ASSIGNMENT AND SET-OFF

- 13.1 The assignment of a claim, regardless of its content, requires the consent of the client. Assignments made without the required consent are invalid. The client shall only refuse consent if, after examining 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 TRANSFER, INSURANCE

- 14.1 The contractor shall bear the risk for all services and deliveries to be provided under this contract until acceptance in accordance with §§ 644, 645 BGB. § Section 7 VOB/B is excluded.
- 14.2 The contractor is obliged to provide evidence of the conclusion and existence of sufficient 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 Hagedorn Service GmbH of this when submitting its offer. If Hagedorn Service 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 contribute to the costs of the joint construction sign with an amount to the ratio of its invoice amount to the ratio of the invoice 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 on the construction site unless this has been expressly authorised in writing Hagedorn Service 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 Service GmbH, unless they only show services or employees of Hagedorn Service GmbH.

subcontractors or their subcontractors are recognisable. In particular, the publication photos showing the building site, the building under construction or completed building or parts thereof or persons who do not belong to those named in sentence 1 is prohibited.

17 GENERAL

- 17.1 The subcontractor is only authorised to assign rights and obligations arising from this contract in whole or in part to third parties with the written consent of Hagedorn Service GmbH.
- 17.2 Furthermore, 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 and to enclose a copy of this with the signed contract. For its part, Hagedorn Service 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 Service GmbH.
- 17.4 If Hagedorn Service GmbH the right to terminate the contract with the contractor, the termination may also be limited to parts of the contractual performance. This also applies 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 Service 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 ineffective provisions shall be replaced by such provisions that 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 employed in the performance of the services in violation of the provisions of the German Temporary Employment Act (Arbeitnehmerüberlassungsgesetz).
and that no violations of the law to combat illegal employment occur. The NU is expressly advised that it is not permitted to take up 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 an allocation of the employees, the remuneration and the total social security contribution due on it and the contribution to the social security system is possible.
to the statutory accident insurance for this work contract is possible (Section 28f (1) SGB IV, Section 165 (4) SGB VII).

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- 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 equipped with the required social security cards or certificates. The work permits and social security certificates must be presented to the HU upon request.
- 18.6 Subcontracting of construction services
Subcontracting of construction work requires the approval of the HU, provided that 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. In addition, 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 amount, even if a contractual penalty is asserted for other reasons (Clause 7). The right to assert further claims for damages remains reserved.
- 19.2 In addition to asserting the contractual penalty, the HU shall be 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 of procurement or collective bargaining laws in accordance with Clause 19.4 (6) (withdrawal of the contract). After cancellation of the contract, 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 damages remain unaffected. 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 a different contract with the NC in accordance with Clause 18.
- 19.3 The Subcontractor shall indemnify the HU against all claims asserted against the HU due to a breach by the Subcontractor of Section 28e SGB IV or § 150 SGB VII can be asserted. The same applies to violations of the provisions of the Posted Workers Act, the Temporary Employment Act, the Act to Combat Undeclared Work or - where applicable - the relevant provisions of the German Social Security Code. - If, contrary to Clause 18.6, the SC commissions other companies or subcontractors, the SC shall also indemnify the HU against claims asserted against the HU due to violation of the above 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 permitted to work on the construction site. The SC shall inform the HU immediately and without being asked of any changes to the staffing of the construction site and shall subsequently deliver the employee declarations.

The MC is authorised to carry out appropriate 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, during an inspection, an employee of the SC or a sub-subcontractor is found who is not on the employee list or from whom no employee declaration is available despite a request, the HU is authorised to immediately the employee from the construction site.

In this case, the HU is also entitled to demand additional proof from the relevant subcontractor, setting a deadline and threatening to terminate the contract, that the subcontractor or the sub-subcontractor commissioned by it actually pays the minimum wage or the applicable pay scale to the employees deployed on the construction site. If doubts cannot be dispelled, the HU is entitled to terminate the contract (Clause 19.2). If the subcontractor is 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.

20 OCCUPATIONAL SAFETY

- 20.1 The NU is obliged to provide trained, sufficiently qualified and suitable personnel for the planning, organisation and implementation of its services, whereby a German-speaking manager who is permanently present on site be guaranteed.
- 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 to 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 and those 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 occupational 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, moreover, the generally applicable health and safety regulations.
- comply with recognised safety and occupational health regulations. 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 (BautellV) 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 health and safety coordinator and the health and safety plan. If the 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 qualifications to operate equipment or machines provided to the subcontractor are prohibited from operating them.