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0 SCOPE OF APPLICATION

These General Terms and Conditions of Contract shall only apply 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 Köln 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 Köln 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 the 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 Köln 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 legal declarations for Hagedorn Köln GmbH if they have been authorised to do so in writing by the management or if this is necessary to avert an imminent danger to Hagedorn Köln GmbH. In the latter case, the subcontractor must inform Hagedorn Köln GmbH immediately in writing.

2 EXECUTION DOCUMENTS

- 2.1 The contractor 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 Köln GmbH, violations of the generally recognised rules of technology or the building regulations, contradictions and gaps in the documents. All dimensions must be checked on site. The contractor must inform Hagedorn Köln 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 he cannot judge them with sufficient certainty without further documents, he must request these from Hagedorn Köln GmbH in good time.
- 2.3 If, according to the contract, the contractor has to prepare or procure the necessary execution, construction and detail plans, static calculations, formwork plans or other documents for the execution of its services, it must

submit them to Hagedorn Köln GmbH in good time before the start of execution so that they can be checked and coordinated with other trades. Contractually agreed plan 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 At the beginning of its service provision, the SUPPLIER must clarify in good time which documentation, acceptances and verifications it must submit to Hagedorn Köln GmbH or its customers for the completion of its service. The subcontractor must then submit the as-built plans, maintenance and operating documents, sample certificates, official approvals, TÜV and regulatory approvals, etc. owed in its service to Hagedorn Köln GmbH 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 perform the service in his own company (§ 4 Para. 8 VOB/B).
If, in individual cases Hagedorn Köln GmbH expressly permits the customer in writing to transfer services to another subcontractor, the customer must notify Hagedorn Köln GmbH of this intention in writing without delay and inform Hagedorn Köln GmbH in writing of the type and scope of the work transferred as well as the name, address and corresponding authorisation requirements, proof of qualification and certifications of the other subcontractor. Hagedorn Köln 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 of the subcontractor.
and/or capability and/or expertise the other subcontractor named by the subcontractor. The subcontracting of services by subcontractors approved by Hagedorn Köln 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 Köln GmbH upon request.
- 3.2 The Contractor must always keep a construction diary in accordance with the formal requirements of Hagedorn Köln GmbH and submit it to Hagedorn Köln 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 Köln GmbH before work commences.
- 3.4 Unless otherwise agreed in individual cases, the subcontractor owes an execution that complies with the generally recognised rules of technology at the time of acceptance. The subcontractor must inform Hagedorn Köln 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 Client shall not be entitled to waive quality monitoring to ensure compliance with the contractual obligations.

- The contractor has no claim against the client.
- 3.5 At the request of Hagedorn Köln GmbH, the subcontractor is obliged to make energy supply connections created by him available to other building tradesmen for shared use, even beyond the period of execution of his own contractual performance. In this case, the subcontractor shall be entitled to reimbursement of the consumption costs incurred 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 does not succeed in obtaining reimbursement of the other building contractor, it shall be carried out by Hagedorn Köln GmbH. If it is not possible to accurately record consumption costs due to the absence of intermediate meters or similar devices, the cost shares of the companies supplying the energy shall be determined by Hagedorn Köln GmbH. The remuneration of the companies that have used the connection is based on the ratio of the remuneration amounts to which the companies are entitled vis-à-vis Hagedorn Köln GmbH.
- 3.6 If the contractor fails to fulfil this obligation within a reasonable period of time set by Hagedorn Köln GmbH, Hagedorn Köln GmbH may have the contamination removed at the contractor's expense. Hagedorn Köln GmbH shall not be responsible for any public or civil law claims resulting from the contamination.
- 3.7 Hagedorn Köln 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 Köln GmbH shall constantly monitor the services already performed in order 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 itself and also to carry out the measures for checking 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 Köln GmbH in writing prior to the performance of its services which measures it intends to take to avoid defects and disruptions in the construction process and to carry out the measures communicated, unless changes have been agreed.
- If the Subcontractor is in default with the fulfilment of the prescribed obligation, Hagedorn Köln 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 has previously set the subcontractor a reasonable grace period.
- (3) Rights to which Hagedorn Köln GmbH is entitled under Section 4 (1) Nos. 2 and 3 VOB/B shall remain unaffected.
- 3.10 Before commencing its services, the contractor shall submit to Hagedorn Köln GmbH a construction schedule showing the start and end of the individual parts of the contractual services. In doing so, he must take into account the planning of the entire

Hagedorn Köln GmbH and, at the request of Hagedorn Köln GmbH, to 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 times and scopes 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 Köln 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 Contractor's performance, which are owed by contract, DIN standards or other technical regulations, must be submitted to Hagedorn Köln GmbH in good time so that Hagedorn Köln GmbH a reasonable period of time for inspection and approval. The subcontractor must also ensure that contractual individual and execution deadlines are met. If samples, proofs of suitability or quality are not submitted in good time or not in a manner and sufficient quantity required for a decision to be made on them, or if they do not correspond to the requirements of the contract, the NU shall be entitled to demand that they be submitted.
- If they do not meet the contractual requirements, any associated delay shall be borne by the contractor.
- 4.2 The NU guarantees 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 Köln 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 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 contractor is obliged to request the execution documents required for the tests from Hagedorn Köln GmbH in good time before the start of work.
- 5.3 At the request of Hagedorn Köln GmbH, the Subcontractor shall inform Hagedorn Köln GmbH 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 Köln GmbH requires the information for the purpose 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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statutory or contractual provisions, in particular §2 VOB/B, provide otherwise, these provisions shall remain unaffected. The statutory value added tax is not included in the fixed prices. Hagedorn Köln GmbH is a VAT company based in Germany and a service provider according to § 13 b UStG.

6.2 At the request of Hagedorn Köln GmbH, the subcontractor must hand over the price determination for the contractual service in a sealed envelope. Hagedorn Köln GmbH may inspect the price determination if this is 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) appears necessary. Hagedorn Köln 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 Köln GmbH and therefore had no function or if the failure to give notice is exceptionally excused. The NU bears 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 contractor shall provide Hagedorn Köln GmbH with a verifiable calculation of the additional remuneration claimed by it in the form of a to submit a supplementary offer. Before carrying out the changed or additional services, the contractor must await the decision of Hagedorn Köln GmbH, unless Hagedorn Köln 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 Köln 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 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 per working day, but no more than 5% of the net order amount in total, in the event that the interim completion deadline agreed in the respective line is culpably exceeded. A contractual penalty incurred once for exceeding a completion deadline shall be against any contractual penalties incurred for exceeding subsequent interim completion deadlines and for exceeding the total completion deadline.

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 shall apply

in accordance with the aforementioned clauses 7.1 and 7.2, even 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 work owed at the end of the deadline - for example by reminder from Hagedorn Köln 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 Köln 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, proofs, test certificates and as-built documents owed under contract, the relevant DIN standards or other technical regulations in good time in coordination with Hagedorn Köln GmbH. The documents must be handed over in quadruplicate and additionally 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 Köln GmbH may refuse acceptance. In particular, essential documents are those that are important for operation, maintenance or the granting of public-law authorisations and approvals.

8.2 Acceptance shall be formal. §Section 12 (5) VOB/B does not apply.

8.3 Hagedorn Köln 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 cannot be carried out within this period. (§ 12 para. 2 VOB/B) of the services of Hagedorn Köln GmbH by its client is to be expected.

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 Köln 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 paid work shall only be remunerated if it has been expressly ordered Hagedorn Köln GmbH.

10.2 The subcontractor has to pay hourly wages for hourly work.

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The contractor must submit two copies of the wage slips. 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 Köln 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 relate to the type and scope of the services rendered.

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 must be made jointly; the contractor must apply for them in good time. However, the participation of Hagedorn Köln GmbH in the determination of 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 Köln 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 Köln GmbH shall be entitled to a discount of 3 % of the justified claim. The discount may already be deducted from the respective advance, instalment or partial final payment made on time. If invoices are not verifiable and Hagedorn Köln 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 Köln GmbH is not 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 and authorised according to the amount paid.

- 11.6 The date of payment for transfers or payments from an account of Hagedorn Köln GmbH shall be the date on which the transfer order is submitted or sent to the post office or to the financial institution, provided that the account of Hagedorn Köln GmbH has sufficient funds to execute the transfer order.
- 11.7 The contractor must 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 Subcontractor shall have an unlimited, irrevocable guarantee to ensure the contractual performance of its services and the fulfilment of all other contractual obligations, including the reimbursement of overpayments and the rectification of defects identified up to and during , directly enforceable guarantee, not on first demand and without exclusion of § 768 BGB, from a bank or credit insurer meeting the requirements of § 17 Para. 2 VOB/B in the amount 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 Köln GmbH, which the guarantee serves to secure, not yet been fulfilled; in this case, the contractor 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 Köln GmbH in accordance with Section 1 (3) or Section 1 (4) VOB/B, the SC shall 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 MC does not provide the guarantee in accordance with clause 14.1 in due time or does not provide further guarantees owed in accordance with clause 14.2, Hagedorn Köln GmbH may withhold payments due in an amount corresponding to the amount of the missing guarantee. If due payment claims of the NU, from which a retention could be made, not or not yet in sufficient amount, Hagedorn Köln GmbH may terminate the contract without notice. Termination is permissible after Hagedorn Köln GmbH has granted the SC a reasonable grace period under threat of termination.
- 12.4 In order to secure the claims for defects of Hagedorn Köln GmbH for defects which Hagedorn Köln GmbH has not already discovered before or during acceptance but after acceptance, including the claims for damages and reimbursement of expenses as well as reduction based on these defects, Hagedorn Köln GmbH may, after acceptance, withhold 5% of the final invoice amount (total remuneration including remuneration for sanitary facilities, energy consumption, disposal, construction sign and other construction site costs of Hagedorn Köln GmbH) excluding VAT for the duration of the limitation period of the claims for defects. The retention also serves to secure the indemnification and recourse claims of Hagedorn Köln GmbH against the subcontractor arising after acceptance in accordance with Section 7.9, which are based on the fact that Hagedorn Köln GmbH is entitled to claim damages in accordance with § 14 AentG, § 28 e para. 3 a SGB IV, § 150 Para. 3 SGB VII or § 13 MiLoG due to non

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payments made by the subcontractor or a subcontractor or lender appointed by him. The obligation of Hagedorn Köln 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, he must provide an unlimited, irrevocable, directly enforceable guarantee, not issued on first demand and without conclusion of § 768 BGB, issued by a credit institution or credit insurer meeting the requirements of § 17 para. 2 VOB/B. The guarantee must the provision claims arising from this guarantee shall in no case become time-barred earlier than the secured principal claim, but at most 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 ASSUMPTION, 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 NU wishes its participation in the construction project to be identified by construction signs, it must Hagedorn Köln GmbH of this when submitting its offer. If Hagedorn Köln 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 Köln 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 Köln GmbH, unless only services or employees of the subcontractor or its subcontractor are recognisable on them. In particular, the publication of photos is prohibited,

showing the building site, the building under construction or completed, or parts thereof, or persons other than those mentioned in sentence 1.

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 Köln GmbH.
- 17.2 The subcontractor is further obliged to provide evidence of the conclusion and existence of sufficient public liability insurance for all damages to be covered by him and to enclose a copy of this with the signed contract. For its part, Hagedorn Köln 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 Köln GmbH.
- 17.4 If Hagedorn Köln GmbH is entitled to terminate the contract with the Subcontractor, the termination may also be limited to parts of the contractual performance. This shall 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 Köln 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 undertakes to observe and comply with the provisions on the payment of total social security contributions in accordance with Section 28 e SGB IV, statutory accident insurance contributions in accordance with Section 150 SGB VII as well as the minimum wage and holiday fund contributions in accordance with the collective bargaining regulations and Section 1 AEntG.
- 18.2 Temporary employment and undeclared work
Furthermore, the subcontractor guarantees that no temporary workers will be used in the performance of the services in violation of the provisions of the German Temporary Employment Act and that no violations of the Act to Combat Illegal Employment will occur. The NU is expressly advised that without the required registration and entry in the register of craftsmen is not permitted.
- 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 subcontractor declares that he is in possession of a clearance certificate and an exemption certificate for tax deduction for construction services pursuant to Section 48 b (1) of the German Income Tax Act (EStG) issued by the

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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.

Furthermore, the subcontractor undertakes only to provide such sub subcontractors to provide services that fulfil the same 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 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 German Collective Bargaining Act 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 Subcontractor shall indemnify the Contractor against all claims against the Contractor due to the Contractor'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 German Act to Combat Illegal Employment or - if applicable - relevant collective bargaining or public procurement laws pursuant to Section 18.1 (2). 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 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 SC must also provide the HU with a list of its employees to be deployed on the construction site and - on request - employee declarations regarding the social security insurance.

minimum and collectively agreed wages in accordance with the HU 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 must inform the HU immediately and without being asked of any changes to the staffing of the construction site and subsequently supply the employee declarations.

The HU 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 an employee of the Subcontractor or a sub-subcontractor is found during an inspection who is not on the employee list or from whom no employee declaration is available despite a request, the HU is entitled to immediately expel the employee from the construction site. In this case, the HU shall also be entitled to demand that the subcontractor in question provide additional information about the employee, setting a deadline and threatening to terminate the contract.

to demand proof 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 the HU with evidence of the termination.

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 cover 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 NU is obliged to provide the HU with security in accordance with Section 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 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 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, in accordance with § 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 legal 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.