

## **Annex for the purchase of building construction and civil engineering services**

In addition to the General Terms and Conditions of Purchase of A1 Telekom Austria AG (GTC), the following provisions shall apply to building construction and civil engineering services:

### **1. Requirements, Service Provision**

(1) All deliveries and services must have the characteristics specified in the order or in the contract or promised by the Contractor, in case of doubt customary commercial characteristics. In addition, they must comply with the applicable safety regulations and all other relevant legal provisions (in particular relevant *ÖNORMEN* and industry standards), taking into account the state of the art.

(2) The performance includes the execution of the entire construction works including the restoration and the necessary building documentation and directing services.

(3) The Contractor shall be obliged to commence work at the time determined by the Customer. The provision of construction services must take place in consultation with the Customer.

### **2. Employees of the contractor**

(1) The Contractor shall provide the required number of employees.

(2) The workers must have the necessary aptitude, have sufficient knowledge of German and be equipped with suitable tools and the necessary equipment. Unsuitable or inadequately equipped workers shall be rejected by the Customer. They shall be replaced immediately upon request by suitable workers. The same applies to equipment, tools and means of transport.

(3) The Contractor undertakes to comply with the statutory regulations on the employment of foreign workers and shall indemnify and hold the Customer harmless to the fullest extent against any third party in this respect.

(4) The Contractor shall also ensure that the provisions of the "International Labor Organisation" (ILO) with regard to the rights of employees and their working conditions (minimum standards) are complied with in connection with the performance of the contractual services. These minimum standards include, among others, the

prohibition of child and forced labour, the guarantee of adequate remuneration in relation to the minimum standard of living in the respective country and the implementation of measures to protect workers.

### **3. Change in Performance**

(1) The Customer is entitled to adapt the type and scope of the agreed services or the circumstances of the service provision to the project requirements. If the intended change of a service or the circumstances of the performance of the service influences the contractually agreed price or if additional services are provided, the claim for price change shall be asserted immediately in writing by the Contractor before the performance of the service and the Contractor shall submit an additional offer to the Customer with the new prices based on the price bases and the price basis of the contract.

(2) If services are invoiced according to unit prices and the quantities to be invoiced deviate from the estimated quantities, the Customer may demand the agreement of lower unit prices if the deviation either exceeds the total price by 10% or the price of a service group by 20%.

### **4. Service Provision without Order**

Services performed by the Contractor without an order shall only be remunerated if the Customer subsequently acknowledges them. If this is not the case, these services shall be removed by the Contractor at the request of the Customer within a reasonable period of time, otherwise the Customer may have them removed at the expense of the Contractor.

### **5. Services at own cost („Regieleistungen“)**

The present rights and obligations also apply to those cases in which construction services or auxiliary services are provided at own cost ("in Regie").

### **6. Performance Confirmation**

(1) Deliveries must be made with the delivery note/service note, which must

contain the customer, the item number, the order number, the material number, if stated on the order, the exact material designation and the exact quantity.

(2) In addition, working time services or assembly work require a confirmed time pass countersigned by the customer. Each delivery note/time sheet may only contain items of the corresponding purchase order. If delivery note forms have already been enclosed with the order, the Contractor shall be obliged to use these forms, unless otherwise agreed. Deliveries/services shall only be deemed to be in conformity with the contract if all necessary documents are enclosed, otherwise the Principal shall be entitled to return the delivered item or to store it at the expense and risk of the Contractor.

(3) Determinations of dimensions must always be made in consultation with the Customer and are included in the prices.

### **7. Conduct of Contractors on the Premises of the Customer**

(1) The Contractor shall be obliged to comply with the Customer's environmentally relevant regulations as well as the applicable laws and standards in environmental law with regard to the services to be performed. The service must be provided while conserving resources such as energy and water consumption in particular. All packaging and other waste arising from the provision of the service shall be taken away by the Contractor and disposed of at its own expense.

(2) The instructions of the Customer's contact person must be followed. The start and completion of the work must be reported to the contact person of the Customer. If keys or company cards are handed out, the "General conditions for the provision of keys and company cards" must be observed.

(3) In the event of unforeseen events, a report must be made immediately to the contact person of the Customer.

(4) The respective house rules must be observed. In particular, smoking is not permitted in corridors, garages, elevator forecourts, customer service rooms or other specially marked rooms.

(5) The respective fire protection regulations and the notices about the behaviour in case of fire as well as existing alarm regulations must be observed. In the case of fire-hazardous activities (fire and hot work such as welding, cutting, etc.), the release certificate must be agreed in advance with the Customer. Furthermore, first aid material and fire extinguishers in sufficient quantities shall be provided by the Contractor. Other hazardous work shall be reported to the Customer in accordance with § 8 ASchG ff (Worker Protection Act) and corresponding coordination and protective measures shall be taken with the Customer.

(6) The StVO (Road Traffic Regulation) and the speed limit of 10 km/h or walking speed apply on the company premises.

## **8. Requirements for Construction Services**

### **8.1 Legal regulations / permits and official approvals**

(1) Should official permits as well as permits or approvals of third parties be required for the fulfilment of the order, the Contractor shall in principle be obliged to procure these. Excluded from this are only those cases in which the obtaining of the permit/approval can only be carried out by the Customer itself; the Contractor shall instruct the Customer accordingly in this case and support the Customer in the processing.

(2) The Contractor shall be responsible for ensuring that the statutory provisions and official orders affecting it are complied with. In particular, the Contractor warrants that the statutory provisions applicable to it (and its vicarious agents/subcontractors) will be complied with, in particular those of social law acts (*ASVG, GSVG, Lohn- und Sozialdumping Bekämpfungsgesetz*) and will indemnify and hold the Principal harmless to the full extent thereof.

(3) The Contractor warrants that it has all the authorisations and permits required by applicable law for the performance of the contract, such as trade licences, or that it will obtain them in good time. With regard to all authorisations and approvals, the Contractor shall bear any and all costs incurred and shall

indemnify and hold the Principal harmless to the full extent against any third party claims.

### **8.2 Site Coordination**

The Contractor undertakes to support the Customer in the implementation of the Construction Work Coordination Act (BauKG) in the area of this construction work, in particular to assume responsibility for construction site coordination as defined by the Act.

### **8.3 Provision of Material/Execution Documents**

(1) Insofar as material is provided by the Principal for the fulfilment of the order, this shall remain the property of the Principal - even in the case of processing and/or treatment - and shall, where feasible, be stored, administered and labelled separately free of charge. The contractor is obliged to confirm the acceptance and the use of the material provided by the customer is only permitted for the intended fulfilment of the respective order.

(2) In the event of a delay in the provision of materials by the Principal, the agreed delivery period for the Contractor shall be extended accordingly. Claims for compensation by the Contractor in this context are excluded, except in the case of gross negligence on the part of the Customer.

(3) If the provision of material by the customer is intended, the use of material other than that provided by the customer is not permitted.

(4) The execution documents (plans, drawings, etc.) handed over by the Customer are to be used exclusively for the concrete fulfilment of the contract. If, in addition to the execution documents already handed over, further documents are required for the fulfilment of the contract, the Contractor shall procure these at its own expense.

(5) All drawings, sample models, molds and other aids which are handed over to the Contractor by the Customer shall remain the material and intellectual property of the Customer, even in the event of processing and/or treatment. The documents handed over shall be kept secret by the Contractor.

### **8.4 Testing and Warning obligation**

(1) The Contractor shall immediately examine in detail all documents provided by the Customer as well as all orders and information of the Customer and shall immediately warn the Customer in writing of any justified objections determined on the basis of its expertise. The same applies to any building materials, equipment and tools provided by the customer.

(2) The Contractor shall submit proposals to address the concerns.

(3) However, the Contractor must, upon express request, fully comply with the orders issued, unless statutory, building or safety police regulations or other safety regulations conflict with this. In particular, it must therefore reject orders of the Customer which, if carried out, might endanger persons or property.

(4) All further implementation documents shall subsequently be prepared by the Contractor itself.

(5) The obligation to check and warn also includes costs and deadlines. As soon as the Contractor realises that cost-relevant postponements of deadlines or other additional costs may occur, it shall immediately warn the Customer in writing and propose solutions to avoid the additional costs and/or deadlines.

(6) The Principal shall not be liable for damages caused by the Contractor carrying out work contrary to the aforementioned provisions and the Contractor shall indemnify and hold the Principal harmless against any and all claims.

(7) If the Contractor has justified doubts about the proper performance of the services of other contractors in connection with its work, it shall notify the Customer thereof in writing without delay. If it fails to do so, it shall be liable for defects in its services resulting from the defective performance of the services of other contractors.

### **8.5 Site Equipment**

(1) To the extent necessary for the execution of the accepted order, the Contractor shall provide storage facilities and workplaces on the construction site,

accommodation for its own workers as well as access roads and sidings. It shall also be responsible for the construction and demolition or dismantling of any water, gas and power connections or other construction auxiliary or operating facilities that may be required or may be shared with other users. Any consumption costs incurred shall in any case be borne by the Contractor.

(2) The workplaces, storage facilities and access roads etc. used by the Contractor shall be restored to their former condition after completion of the construction services.

### **8.6 Records**

(1) The contractor is obliged to keep daily construction reports. The daily construction reports are to be handed over to the Customer upon request at the earliest, but at least within 2 weeks. The Customer is also entitled to make entries in the daily construction reports; the period for objection against such entries in daily construction reports is 14 days from the time of knowledge by the site manager. No acceptance is associated with the entry or confirmation.

(2) Incidents at the place of performance which may significantly influence the performance of the service as well as findings which cannot be made at a later point in time or which can no longer be made in a purposeful manner shall also be recorded in writing - in the sense of the aforementioned duty to check and warn - and shall be brought to the attention of the Customer immediately.

### **8.7 Supervision**

(1) The Customer is entitled to check the contractual execution of the service at the place of performance at any time. The Contractor shall ensure that this is also possible with regard to any subcontractors.

(2) The Customer shall have the right to issue orders, in particular with regard to the execution of the structures, the quality of the building materials and the progress of work at the construction sites.

### **8.8 Construction Site Safety**

(1) For the safety of traffic, the Contractor shall observe the relevant statutory

provisions and official orders. In this context, the contractor is obliged to take over the traffic control for the construction site. In this regard, the Contractor shall in particular ensure proper marking, fencing off, safeguarding including a necessary accessible or passable cover as well as lighting of the entire construction site including the building materials and equipment stored for this construction site. The Contractor shall not only provide the necessary materials and equipment, but also the necessary personnel.

(2) In the event of a breach of these obligations, the Customer may take the necessary measures itself or have them taken by third parties at the expense of the Contractor. The Contractor shall be liable to the Principal for all damages resulting from this breach of duty and shall indemnify and hold the Principal harmless in this respect also with regard to claims by third parties.

(3) The Contractor shall be obliged to make its name, address and the purpose of the excavation or construction activity visible on the construction section in a conspicuous and easily legible manner until completion of the work. This has to be done at the beginning as well as at the end of a longer construction section.

(4) Furthermore, the Contractor shall place a construction site information board provided by the Customer in a clearly visible place in the construction site area.

### **8.9 Measures taken by the Contractor to secure existing installations**

(1) The Contractor shall ensure that the work to be carried out does not cause any damage to buildings, other installations and underground installations. To this end, it shall determine the depth and nature of the foundations and structures and the nature and location of any underground structures which may be endangered by the work before work commences. This also applies to installations which are not exposed in the course of the work to be carried out.

(2) If during the construction work or after its completion as a result of the excavations buildings or underground installations could be endangered, the contractor shall carry out all necessary safety measures (e.g. against

lowering). For the determination of the necessity and for the implementation of such security measures, the Contractor must be authorised under trade law or make use of authorised persons under trade law for this purpose.

(3) The Customer must be informed immediately of the possible danger and the intended safety measures.

(4) The Contractor shall indemnify and hold the Customer harmless against any claims for damages by third parties in the event of damage to installations.

### **8.10 Underground installations, keeping traffic areas clean**

(1) The parts of underground installations (covers for manholes and valve boxes, sewer inlets, hydrants, etc.) or other important public installations (fire alarms, letter boxes, etc.) present in and above the road surface must always remain accessible. The cleanliness of the traffic areas must be ensured at all times. If traffic would be hindered by the use of a large part of the traffic areas for the storage of the excavated material, the area to be used for storage shall be limited by establishing an appropriate limit. It may also be necessary to store the excavated material away from the trench or excavation pit.

(2) Above-ground channels for the drainage of surface water (e.g. gutters) must be maintained functional, if necessary such channels must be covered lengthwise.

### **8.11 Landscape and Water Protection**

When performing the services, the Contractor shall ensure that, in addition to compliance with statutory regulations and official requirements, no damage is caused to the landscape and waters in the area of the place of performance beyond the extent unavoidable for the provision of the construction service.

### **8.12 Use of Roads and Paths**

If necessary, the Contractor shall agree with the respective road owner or owner regarding the use of roads and paths for the

construction transports and bear any additional costs for the maintenance itself. In this regard as well as with regard to the damages for which the Contractor is responsible and which are incurred by other road users, the Contractor shall indemnify and hold the Customer harmless with regard to all claims.

### **8.13 Use of Equipment**

The Contractor shall be obliged to provide all equipment required for the proper and timely performance of the agreed service in a suitable manner and in a corresponding number in a timely manner.

### **8.14 Storage and Disposal of Construction Waste / Waste Materials**

(1) The Contractor undertakes to store the materials resulting from construction activities separately according to material groups and to provide them for collection and recycling in accordance with the "Ordinance on the Separation of Materials Resulting from Construction Activities".

(2) The Contractor undertakes to hand over the signed construction waste certificates - separated according to material groups - to the Principal at the latest at the time of acceptance of the services.

(3) Any waste materials resulting from the construction work, such as cables, shall be handed over to the customer or an authorised third party named by the customer or, if the customer so wishes, disposed of by the contractor in an appropriate and professional manner. This appropriate and professional disposal must be proven by the Contractor to the Customer.

## **9. Electromagnetic Compatibility, Safety Requirements**

(1) All applicable safety regulations and all other relevant European and national legal provisions (directives, laws, ordinances), in particular relevant *OVE*, *OVE/EN*, *ÖVE/ÖNORMEN*, *IEC*, *EN* standards, national provisions and industry standards, must be complied with, taking into account the state of the art.

(2) As far as legally (e.g.: Austrian regulations for electrical engineering (Elektrotechnikverordnung as amended) or according to generally recognised standards, subjects of performance must have an ÖVE test mark, CE conformity mark or an equivalent safety mark recognised by the EU.

(3) All EMC-relevant components must comply with the applicable EU directives and standards as well as their national implementations such as the EU directives 2014/30/EU Electromagnetic Compatibility and 2014/35/EU Low Voltage Directive and/or 2014/53/EU Radio Directive. This refers in particular to the following categories for the transmission networks using telecommunication lines according to EN 50529-1 (as amended):

All hardware components and system devices must comply with the latest versions of the relevant harmonized standards according to the respective Official Journal of the European Union as defined by the EMC Directive (2014/30/EU), LVD Directive (2014/35/EU) and the Radio Directive (2014/53/EU).

- Telecommunication Network Equipment  
Components must at least meet the requirements of EN300386 (as amended). An assignment according to "Telecommunication Center" or "Other than Telecommunication Center" (e.g. offices, customer locations, outdoor locations) is to be indicated.

- Multimedia Equipment  
Components must at least comply with the requirements of EN55032 (as amended) and EN55035 (as amended), classification into category "Class A" or "Class B" must be indicated.

- Radio Equipment  
Components must at least meet the requirements of EN301489-1 (as amended) and the relevant part for the respective type of radio equipment (e.g. EN301489-17 for WLAN).

(4) The contractor shall indicate the standards and test methods applied (limit values, evaluation criteria).

(5) If technical extensions or modifications of already delivered components (e.g.: use of new cable adapters) negatively influence EMC-Surge and Safety characteristics, the customer must be informed in writing.

(6) All relevant documents (EU Declaration of Conformity, test reports concerning the protection of health and safety, electromagnetic compatibility and the allocated radio spectrum, technical construction files and operating instructions with safety information in the German language) must be provided within a period of 10 working days upon request by the Customer in order to check the criteria.

(7) If the above-mentioned deliveries and services do not show any of the above-mentioned safety signs, or if the Principal has doubts as to the EU conformity of components, the Contractor shall be obliged to have these checked at its own expense by a state-authorized testing institute in Austria or the country of origin, if this country is a member of the Agreement on the European Economic Area (EEA), in accordance with the relevant regulations. In this case, the Contractor shall be obliged to include a confirmation of the inspection. Foreign-language confirmations must be accompanied by a certified translation.

(8) The Customer reserves the right to prescribe more stringent limits for maintaining network and service quality.

(9) The Principal assumes that the contractual services of the Contractor - as far as deliveries are concerned, preferably over their entire life cycle - are environmentally friendly, i.e. comply with Austrian and European legal provisions applicable in Austria, in particular the Ordinance on Waste Electrical and Electronic Equipment (WEEE and RoHS criteria) as amended, and other generally recognised standards and limit values. The Contractor shall notify the Customer in writing of any release obligation on the part of the Customer, currently in accordance with the current version of the relevant provision of the Ordinance on Waste Electrical and Electronic Equipment, and the Contractor shall provide the Customer with free of charge with regard to all expenses associated with a release obligation.

(10) Packaging used must be licensed in accordance with the Packaging Ordinance 2014 (BGBl. II No. 184/2014) as amended. The Contractor shall declare in a legally binding manner that it itself or an upstream manufacturer or distributor participates in an approved collection or recycling system within the meaning of the above ordinance (e.g. existence of an ARA licence).

(11) Furthermore, the Contractor must declare in a legally binding manner that the early disposal fee has already been paid for all batteries and accumulators delivered to the Customer in accordance with the Battery Ordinance (BGBl. II No. 159/2008) as amended or that the Contractor itself or an upstream manufacturer or distributor will take back the batteries and accumulators to be disposed of free of charge from the Customer for disposal.

(12) As a matter of principle, any waste produced by the Contractor during the provision of services by the Contractor shall be properly disposed of by the Contractor at the Contractor's expense and risk.

(13) The contractor is obliged to inform the customer if the object of performance contains hazardous substances; this is done by means of safety data sheets supplied with the goods. Depending on the quality or manufacturing process and technical feasibility, the Contractor shall in particular be obliged to fulfil the following requirements:

- Duty to label and inform with regard to all products regarding their environmental aspects, such as disposal, recycling, ingredients, energy consumption, emissions and noise levels, in particular disclosure of the key number according to ÖNORM S2100 or European Waste Catalogue (EWC) as soon as this is in force in Austria;
- ease of repair
- Optimization of the material or energetic recyclability of the products after the end of use;
- Resource-saving use of materials (especially packaging materials) and energy, such as the use of old

materials or recycled materials instead of primary raw materials;

- Preference for non-hazardous or low-emission substances and avoidance of the use of ozone-depleting substances;
- Easy dismantling of products and addition of corresponding dismantling plans;
- Ensure simple and cost-effective classification of products containing ingredients classified as dangerous.

(14) At the request of the Customer, the Contractor shall be obliged to prove the origin of the object of performance and to provide all documents and receipts required for this purpose.

(15) The manufacturer shall ensure that products are designed and manufactured in accordance with the essential protection and safety requirements, that a conformity assessment procedure is carried out or has it carried out, that the technical documentation is drawn up, that an EU declaration of conformity is drawn up, that the CE marking is affixed, that conformity in series is ensured, that the product is marked with a type, batch or serial number, that his (trade) name and the address at which he can be contacted on the electrical equipment are affixed or that he can be contacted. of the radio equipment (or if this is not possible, on the packaging or in the documents enclosed with the electrical equipment or radio equipment) and attaches the operating instructions and safety information in German to the electrical equipment or radio equipment. Radio equipment must be accompanied by additional information on the frequency band/frequency bands and the maximum transmission power as well as any restrictions on use and the complete declaration of conformity or a simplified declaration of conformity pursuant to § 12 (3) FMaG 2016 and must always be kept up to date. Those instructions and information and any markings shall be clear, comprehensible and unambiguous.

### **10. Remuneration**

(1) The unit prices shall include all services and ancillary services listed in the specifications or agreed in the contract documents, unless separate items are provided for.

(2) The remuneration for deliveries and services also includes the costs for all ancillary services, such as dismantling and removal of the equipment after use, as well as the costs for disposal of packaging, batteries and accumulators and the issuing of maintenance certificates. In particular, transport costs (e.g. freight charges, customs, insurance, commission), expenses of the Contractor's employees and any subcontractors (e.g. travel and overnight costs, daily diets, flat-rate travel allowances, travel time), as well as for the procurement of permits, construction site equipment, safeguarding and monitoring, etc., and any fees or other levies and taxes shall also be borne by the Contractor. The Contractor undertakes to provide the Customer with the information required by tax regulations.

(3) In the case of contracts for work and services, a work wage is agreed for the services to be rendered. The work wage is a fixed all-inclusive price. A change in prices - for whatever reason - is expressly excluded. With the payment of the stated work wages, all services rendered by the Contractor within the scope of the order placed, including any travel expenses, ancillary charges and accommodation costs, shall be settled.

(4) During the execution, partial payments can be claimed for partial performances with partial invoices. The partial invoices shall be based on precisely determined dimensions. They are to be related to a specific performance period. The partial invoices shall be accompanied by a summary of the services accrued during this performance period and the documents required for verification.

(5) In the final or final invoice, the contractor bindingly declares that it has asserted all claims arising from the construction contract with the final invoice.

(6) The Customer's claims against the Contractor may be offset against the Contractor's claims, even if the claims do not arise from the same contractual relationship. The expressing of a reservation on the invoices is not permitted. Additional claims can no longer be accepted after the final invoice has been issued. Overpayments can

still be claimed back within three years of recognition of the final invoice.

(7) If circumstances leading to the Contractor's withdrawal are on the part of the Customer, only proven expenses and expenditures for services not yet rendered shall be reimbursed, but not a lost advantage or profit.

### **11. Acceptance/Acceptance of Construction Services**

(1) The completion of the construction work must be notified in writing. The Principal is at liberty to subsequently take over the construction work on site in the presence of the Contractor and the other parties concerned by means of a provisional acceptance protocol, in which any defects found shall be recorded. If the service is free of defects, an acceptance report shall be drawn up. The warranty period begins to run from the date of acceptance.

(2) On the occasion of acceptance, the Contractor shall be obliged to hand over to the Customer all documents handed over to it, such as plans, models, sketches, calculations, materials, information of any kind, as well as the proof of residual construction mass and the construction documentation (daily construction reports). Documents provided by the Principal shall be destroyed at the express request of the Principal and under the supervision of the Principal.

### **12. Retention to Secure Liabilities**

(1) The Customer reserves the right to retain a liability discount of at least 5%, which does not bear interest, for the duration of the warranty period from the date of delivery/service provision (acceptance) in conformity with the contract. The release from liability shall be withheld from the final invoice amount (total price plus value-added tax).

(2) Insofar as partial invoices are issued, a 10% retention of benefits may be retained from the respective partial invoice unless it has been replaced by a non-cash security. The *Deckungsrücklass* shall be settled and released with the final or partial final invoice unless it is set off against a Liability retainer.



(3) The release from liability can be paid out prematurely against the transfer of a security. The guarantee must consist of the assumption of liability by credit institutions recognised within the EU (abstract bank guarantees that can be called up at any time without further justification). These warranties must be valid for at least 30 days beyond the end of the warranty period.

(4) Should the security not be sufficient to fulfil the obligations, the Principal shall have the right to offset the missing amount by deducting the Contractor's claims, even if these do not arise from the same contractual relationship.

### **13. Security according to § 1170b ABGB**

If the Contractor demands security in accordance with § 1170b ABGB, the Customer shall also be entitled to demand a security equivalent in type and amount for the contractual performance step by step.

### **14. Warranty**

(1) In addition to the general warranty provisions in the AEB, the following shall apply: For civil engineering services, the warranty period shall be at least 36 months and shall end on 30 September following the expiry of these three years, unless a longer warranty period has been stipulated for certain construction services (e.g. pavement work). A warranty period of 5 years for sealing work applies to building construction services.

### **15. Liability**

In addition to the general liability regulations in the GTC, the following applies:

(1) The Contractor shall be liable to the Principal for any operational disruptions of any kind, for personal injury and damage to property, in particular for damage to buildings, as well as to all underground installations caused by the execution of the construction work. It is only exempt from this if it can prove that neither it nor one of its vicarious agents is at fault in the sense of civil law.

(2) The Contractor shall be liable from the time the construction site is set up, regardless of fault, for all building materials

and equipment supplied by the Customer and stored on the construction site as well as for all building materials already installed by the Customer. In any case, the Contractor shall be liable to the aforementioned extent for all building materials and equipment taken over by it, irrespective of the construction site equipment.

(3) The Contractor is obliged to indemnify and hold the Principal harmless in all respects against all claims for damages of any kind made against the Principal by third parties in connection with the work performed by the Contractor.

(4) If the Principal has only commissioned earth and surfacing work and has other work carried out in the excavations by its own workers or by other contractors, the Contractor's liability for the earth and surfacing work shall not be affected by the other work.

(5) If claims are asserted against the Principal due to an alleged defect in the delivery item/service in accordance with the provisions of the Product Liability Act or other statutory provisions, the Contractor shall indemnify and hold the Principal harmless from and against all claims - irrespective of fault or causality.

### **16. Force Majeure**

(1) In the event of force majeure, the Contractor shall be liable in accordance with the statutory provisions.

(2) Even in the event of force majeure as well as in the event of cessation of work for whatever reason, the Contractor shall, however, always be liable for the contractual quality of the services and the execution of the building or safety police regulations and other safety regulations.

(3) In the event of damage to or destruction by an unavoidable event of construction works, parts thereof or materials, components or other objects intended for the construction work handed over by or to the contractor, the contractor shall only be entitled to compensation if it can prove that it has taken all necessary and reasonable measures to prevent such events and their consequences.

## 17. Insurance

To further cover its risks, the Contractor shall take out an appropriate business liability insurance policy and, at the request of the Customer, furnish proof thereof (insurance policy, insurance confirmation, proof of payment, etc.). Any changes to the insurance benefits must be notified to the Customer in writing without delay.

## 18. Subcontractor

(1) The Contractor shall only be entitled to commission subcontractors with the prior written consent of the Customer, whereby the Customer shall not be required to justify any rejection. The requirement of the prior written consent of the Principal extends to the entire subcontractor chain, including any subcontractors of subcontractors already approved. The Contractor shall be obliged to use only those subcontractors who have the necessary authority under trade law, can provide appropriate references, are technically and economically capable and thus offer sufficient guarantee for technically flawless and timely performance of the contract.

(2) The Contractor's liability towards the Customer shall remain unaffected thereby. In particular, the Contractor shall bear full responsibility and liability vis-à-vis the Customer for the supervision, management, coordination and performance of its subcontractors. Any monitoring by the Customer or by third parties commissioned by it shall not release the Contractor from the contractual obligation to perform the service in due time and properly and shall not result in any limitation of liability on the part of the Contractor.

(3) The Principal reserves the right to withdraw the approval for an already active subcontractor if it considers the performance of the service to be endangered by him. If, in this case, the Contractor is unable to perform the contract, the Contractor shall immediately nominate another subcontractor for approval by the Customer. Any additional costs arising therefrom shall be borne exclusively by the Contractor.

(4) The complete passing on of the order without the consent of the Customer entitles the Customer to terminate the contract immediately.

(5) If the Contractor employs a subcontractor without the Customer's approval, the payment of a directly due penalty of € 100,000.00 shall be agreed, without prejudice to further steps taken by the Customer.

## 19. Consortium of Bidders

(1) Consortium of Bidders or a consortium are only permitted if the Customer agrees to them. In this case, the tenderers must enclose with their tender a binding declaration that they will form a consortium (ARGE) when the contract is awarded, in which the individual members of the consortium are jointly and severally liable for the provision of all supplies and services in accordance with the contract and for all other obligations arising from the contract. In addition, tenderers must state in this declaration which services will be provided by which tenderer in the planned joint venture.

(2) By signing the contract or the order confirmation, the members of the working group declare that they have formed it.

(3) The ARGE shall give written notice of one or more authorised representatives to represent it in all matters relating to the execution of the contract, with the effect that binding declarations for the consortium can only be made to the Customer by the latter and shall always be deemed to have been made for the entire consortium.

(4) All changes at ARGE must be notified in writing without delay in advance. The Customer is free to approve these changes in writing or to terminate the contract with ARGE immediately.

(5) If no representative authorised by the ARGE to perform a contract is appointed, the contract may be performed by the principal with any member of the ARGE with effect for all members of the same.

## SECTION A

### EXPENSE POLICY AND PRINCIPLES FOR CALCULATING PERSON DAYS

#### (1) General Information

a) The Contractor shall provide the Customer's SPOC (Single Point of Contact) with a rough overview of the expected expenses/additional costs that may probably be incurred until the completion of a specific project as part of the tendering process.

b) In any case, however, the Customer shall only reimburse such expenses/additional costs and expenses of the Contractor that are

- demonstrably arose within the framework of the provision of services,
- are based on the actual costs and expenses incurred by the contractor, and
- are also justified in the sense of the GTC.

c) Unless otherwise agreed, travel time shall not be deemed to be the time of service provision.

d) Changes of personnel or structural nature at the contractor (e.g. with regard to the seniority of an employee) during the performance of the service do not entitle the contractor to automatic adjustments of applicable man-day rates.

e) A person day consists of at least 8 hours per calendar day. The Contractor shall not be entitled to charge any additional hours. If the customer does not require a full person day from the contractor, the contracting parties shall agree this in advance. In this case, the contractor is entitled to charge for the hours actually worked, but in no case more than 8 hours.

f) The performance of services on Saturdays, Sundays or public holidays shall not entitle the contractor to charge additional costs. This also applies to the provision of services during the night.

g) Unless otherwise agreed, preparatory activities shall not be regarded by the contracting parties as part of the provision of services and shall therefore be included in the agreed scope of services at no additional cost.

h) The contractor will charge any costs and expenses for travel, accommodation, research activities as well as administrative activities (which in any case includes the graphic representation of work results) after actual occurrence, but limited to 10% of the order total of the relevant order. In the event that research activities or administrative activities represent a focal point of the provision of services (e.g. benchmarking), regulations adapted to the specific individual case can also be agreed.

i) The Contracting Parties agree that travel expenses, in particular tickets for necessary flights, shall be purchased in a particularly cost-saving manner, but shall under no circumstances exceed the costs of an economy class ticket. At the Customer's request, the Contractor shall demonstrate compliance with the present Expense Policy for travel, in particular by presenting invoices for flight tickets, taxi transports, tickets for public transport, etc.

j) With regard to accommodation costs, the Principal reserves the right to book adequate hotels for the Contractor's employees or representatives. In any case, the contractor will choose the accommodation for his employees or representatives according to cost-saving and efficient criteria.

k) When organising meetings, the Contractor shall always adjust the number of persons attending, in particular its employees or representatives, so as to avoid unnecessary travel expenses. The Customer reserves the right to refuse to pay costs if an unjustified number of employees or representatives of the Contractor attended a meeting or if travel expenses were incurred as a result.

l) Furthermore, the Customer reserves the right to verify compliance with these cost rules, in particular by requesting the issuance of original invoices.

#### (2) travel categories

(a) air travel: All air travel by the Contractor requires the prior written consent of the Customer's SPOC.

(b) rail travel: The Contractor will use rail travel as a standard means of transport.

(c) car journeys: All car journeys require the prior written consent of the Customer's SPOC.

### (3) Accommodation

Only standard business class rooms are suitable for overnight stays as part of necessary travel. Overnight stays in luxury hotels, luxury rooms or suites will under no circumstances be replaced by the Customer.

#### Expenses

##### Compensable expenses:

- Travel expenses (flight, train, subway, taxi, etc.)
- Car rental costs, if required for a project
- Parking fees for any rental car
- Accommodation costs

Any change to the above list of eligible expenses must be agreed in writing in advance by the contracting parties.

Expenses that cannot be reimbursed are in particular:

- any traffic fines (e.g. parking fines, speeding fines, etc.)
- Upgrades of any means of travel if the cost of Economy Class is exceeded
- the purchase of technical equipment such as notebooks, smartphones, data cards, etc., insofar as this has not been agreed in advance with the customer
- other costs such as clothing costs, hotel TV, other pay TV, fitness or wellness costs, etc. as well as
- any costs for a specific representative or employee of the contractor who has not been able to work on a project due to illness or holidays.