

General Sales Conditions of Akkodis Business Unit Germany

1. General • Area of application

1.1 These General Sales Conditions (GSC) apply to the Akkodis companies of the Business Unit Germany. The respective contracting Akkodis company is hereinafter referred to as "Akkodis".

1.2 The present GSC apply exclusively; any terms and conditions of the customer contradicting, supplementing or otherwise deviating from these general sales conditions of Akkodis are not accepted by Akkodis unless their application has been expressly approved by Akkodis in writing. These general sales conditions of Akkodis shall apply even if Akkodis unreservedly renders the agreed services despite having knowledge of a customer's conflicting, supplementing or deviating general terms and conditions.

1.3 All agreements between Akkodis and the customer with respect to the fulfillment of an order are made in writing; there are no verbal subsidiary agreements.

1.4 These GSC apply only vis-a-vis a business, a legal entity of public law and a special asset subject to public law pursuant to Art. 310 par. 1 German Civil Code.

1.5 In the case of ongoing business relationships, these GSC shall also apply to all future transactions involving the customer concerned.

1.6 These GSC apply for all legal entities comprising Akkodis BU Germany; unless a legal entity of Akkodis BU Germany expressly excludes the applicability of these GSC in writing.

2. Offers • Offer documentation

2.1 Offers supplied by Akkodis are binding unless if they are specified as "non-binding" or "without obligation".

2.2 Upon customer's request Akkodis submits at its expense a binding offer stipulating an acceptance period. A contract is concluded upon receipt of customer's written order within the stipulated acceptance period, provided that the order does not deviate in any way from Akkodis' offer. In case of deviations from conditions set out in Akkodis' offer, the customer's order shall be deemed refused, unless customer receives a written order confirmation from Akkodis within 4 weeks after receipt of customer's order.

2.3 Akkodis retains ownership and copyright of all figures, drawings, calculations and other documentation. The same applies to all written documentation marked as "confidential". The customer must receive the express written prior consent of Akkodis before disclosing any such documentation or materials to third parties.

3. Scope of service

3.1 The type and scope of services to be rendered by Akkodis are detailed exhaustively in the offer. The offer is typically compiled by Akkodis on the basis of the functional and technical specifications to be provided by the customer, which must be complete and accurate.

3.2 If, with customer's consent, Akkodis assumes the deliverables of a third-party contractor as the basis or component of its services, Akkodis shall be entitled to use these deliverables without a corresponding inspection in connection with the further provision of its services, unless such an inspection is expressly ordered in writing by the customer.

3.3 Akkodis shall render all services on the basis of the relevant applicable recognised technical codes of practice as at the time of the order and with due care and diligence.

3.4 Should customer's additional service requirements or change requests lead to a modifications of the agreed scope of service,

Akkodis shall only be obliged to provide such services once an according amendment to the contract (including compensation) has been agreed in textform.

3.5 Akkodis may employ the services of third parties for order completion. This applies in particular to all companies of the Akkodis Group worldwide.

4. Customer cooperation

4.1 The complete and punctual provision of necessary customer documents and information is an essential part of any successful project and a cooperation obligation of the customer. Responsibility for the provision of documentation, information, hardware and software, and all other information and assets required to render the services in question lies with the customer. The same applies for potentially necessary transport of test specimens to and from the facility. The scheduling of such activities must be coordinated with Akkodis in advance.

4.2 Insofar as the service is provided on the customer's premises, the customer is responsible for the entire on-site instruction, training and clarification with regard to safety regulations to be observed as well as factory and other specific regulations.

4.3 Scope and quality of the services rendered by Akkodis are significantly conditioned by the extent and quality of the contribution of the customer as well as, where applicable, product manufacturer and/or user. The customer will ensure its full and timely provision of all necessary support and cooperation necessary for the service provision by Akkodis at no charge.

4.4 Any and all costs and expenses incurred by Akkodis due to the necessity to repeat or delay work shall be borne by the customer if such repeat or delay is caused by late, inaccurate or incomplete specifications or by other cases of non proper cooperation by the customer. In case of a binding fixed price or maximum price agreement, Akkodis shall nonetheless be entitled to a compensation for such additionally incurred cost.

4.5 Akkodis shall not be liable for damages or costs caused by incomplete or non-compliant preliminary work or incomplete work rendered by the customer or, if applicable, product manufacturer and/or user. If any such preliminary work is not rendered as per the existing schedule, the agreed deadlines shall be extended accordingly.

4.6 The customer is obliged to indemnify or reimburse damages, costs and losses incurred by Akkodis due to insufficient cooperation of the customer.

5. Prices • Terms of payment

5.1 In the event of changes in applicable laws, collective wage agreements or material prices affecting Akkodis service performance, the contracting parties agree to immediately start negotiations to adjust the contract. If one party refuses to start discussions, the other party is entitled to terminate the contract without observing a period of notice. This also applies if one contracting party declares the failure of the negotiations. In this case the customer will pay Akkodis for the services rendered up to the point of termination at the agreed prices.

5.2 Prices specified by Akkodis do not include VAT. VAT at the applicable rate shall be indicated separately on the invoice.

5.3 The deduction of a discount must be specifically agreed in writing.

5.4 Unless otherwise agreed in writing, the net price (without deduction) is payable within 14 days upon receipt of invoice. Payment terms deem met if Akkodis receives the sum at its free disposal

within this term. Statutory regulations shall apply to delay or non-payment.

5.5 Akkodis shall be entitled to demand advance payment, at an appropriate rate, for legitimate reasons and in due consideration of the customer's interests.

5.6 The customer shall be entitled to offset only against counter-claims which are established as legally valid, undisputed or recognised by Akkodis in writing. Furthermore, the customer shall be entitled to exercise its right of retention insofar as its counterclaim is based on the same contractual relationship.

6. Acceptance

6.1 If the manufacture of a product/work is the basis for the contract, the acceptance of the agreed deliverables must be made without undue delay after deliverables have been finalised and/or transferred to the customer by Akkodis.

6.2 Unless the customer expressly rejects to accept the deliverables due to material defects, incompleteness, or for any other legal reason, the deliverables shall be deemed to have been accepted at the latest 2 weeks after completion respectively transfer of the deliverables.

7. Cross-border services

7.1 If Akkodis shall render services on behalf of the customer in countries outside of the European Union, the customer must substantiate its entrepreneurial status by way of certification from the relevant authorities of the respective country or by way of a valid excerpt from the commercial register. If such evidence is not provided, the customer shall be liable to pay the applicable rate of VAT for services rendered within the Federal Republic of Germany. Such payment must be made immediately.

7.2 If Akkodis shall render services on behalf of the customer in any other European Union member state other than Germany, the customer must provide Akkodis with its VAT identification number before the services are rendered. The customer must inform Akkodis proactively and without undue delay about any change to its tax number.

8. Terms • Deadlines

8.1 The start of any time periods stipulated by Akkodis as well as compliance with any deadlines are subject to the final clarification and resolution of all technical issues and a binding order issued by the customer.

8.2 Furthermore, Akkodis' adherence to its obligations is subject to the customer fulfilling all of its obligations in a timely and complete manner. The right to defend due to non-fulfilment of contractual obligations (Einrede des nicht erfüllten Vertrages) remains unaffected.

8.3 If, during the course of order performance, it becomes apparent that Akkodis cannot meet the agreed deadlines for reasons beyond its control (e.g. industrial action or lockout, operational failures or delays on the part of contractors or cases of force majeure), such deadlines shall be extended accordingly. The same applies in case the customer extends or changes the scope of services or in case of delays caused by incorrect or incomplete specifications or other non satisfactory cooperation or contribution provided by the customer. Akkodis shall promptly inform the customer of any resulting impact on deadlines.

8.4 If the customer is in default of acceptance (Annahmeverzug) or otherwise breaches any of its cooperation obligations, Akkodis shall be entitled to demand compensation for damages incurred, including any other additionally incurred expenditures. Further claims or rights shall remain reserved.

8.5 Provided the provisions set forth in section 8.4 apply, the risk of accidental loss or deterioration of the deliverables shall be passed to the customer from the date of default.

9. Transfer of risk

9.1 In case of shippable deliverables, delivery "ex works" is agreed unless otherwise specified in Akkodis' offer or confirmation of order.

9.2 If desired by the customer, Akkodis shall cover the shipment with appropriate transport insurance; costs in this respect shall be charged to the customer.

10. Liability for defects

10.1 Any defect claims of the customer are subject to the customer properly fulfilling its examination and notification obligations.

10.2 In case of a defect, Akkodis is at its own discretion entitled supplementary performance by way of repair or renewed delivery, provided that Akkodis shall be obliged to bear all costs associated with supplementary performance, in particular all transport, shipping and handling, operational and materials expenses, provided that these do not increase due to the deliverable having been moved to another location than the place of fulfilment. Self-remedy by the customer releases Akkodis from its warranty obligation if and to the extent that the defect in question is based on such self-remedy.

10.3 If supplementary performance fails, the customer is at its discretion entitled to demand a reduction in price (Minderung) or to withdraw from the contract (Rücktritt).

10.4 Akkodis is liable in accordance with statutory regulations if the customer claims damages based on intent or gross negligence, including intent or gross negligence on the part of representatives or vicarious agents of Akkodis.

10.5 Akkodis' liability for culpable injury to life, limb or health remains unaffected. The same applies to mandatory liability pursuant to the German Product Liability Act (Produkthaftungsgesetz). In case breach of a material contractual obligation, the fulfillment of which is essential for the proper performance of the contract and upon which the customer typically relies and may rely, due to slight negligence, Akkodis' liability for damages shall be limited to the foreseeable, typically occurring damages.

10.6 Unless otherwise stipulated above, Akkodis' liability is excluded.

10.7 The limitation period for warranty claims shall be 12 months, starting from transfer of risk.

11. General liability

11.1 Any further claims for damage compensation, exceeding the liability stipulated by the Clause 10 above, are excluded irrespective of the legal grounds of the claim asserted. This applies in particular to damage compensation claims due to fault at contract conclusion, to other breaches of duty or to tort claims for property damage compensation pursuant to Art. 823 German Civil Code.

11.2 Limitation of liability as per section 11.1 also applies if the customer claims compensation of fruitless expenditures instead of damages.

11.3 If and to the extent the damage compensation liability of Akkodis is excluded or limited, this also applies to the personal damage compensation liability of employees, representatives and vicarious agents of Akkodis.

12. Copyright • Intellectual property • Exploitation

12.1 Akkodis retains all copyrights, co-copyrights and property rights associated with all processes, documentation, programs, calculations, other illustrations and the like developed by Akkodis.

12.2 Subject to full payment of the agreed price the customer receives the exclusive right to use the deliverables for the contractual

ally agreed purposes or for purposes of manufacturing and/or marketing of respective products without restriction to the manufacture and sales area.

12.3 Each contracting party shall bear the registration costs of intellectual property rights for its own developments made during the period of service provision. This also applies to financial rewards for inventions paid to the respective employees. The contracting parties undertake to inform each other without delay of any submission of an intellectual property right registration. Furthermore, the countries in which this occurs must be disclosed.

12.4 If employees of Akkodis and employees of the customer are party to the development of inventions created in the course of delivery of the agreed services, the contracting parties shall agree without undue delay who shall be responsible for finalising the joint patent application. The filing of joint inventions shall be made by both parties jointly; the associated costs shall be born by both parties equally unless the customer receives exclusive exploitation rights.

12.5 If one contracting party is no longer interested in pursuing an intellectual property right, the party in question shall offer to surrender its share to the other contracting party.

13. Third party intellectual property rights

13.1 Akkodis shall be liable to the customer for any violation of the commercial intellectual property rights of third parties in accordance with the following provisions. Akkodis shall be liable that its services are not infringing any third-party intellectual property rights within the Federal Republic of Germany.

13.2 If a third party asserts a claim against the customer based on registered intellectual property, any potential liability of Akkodis is subject to the condition that the customer will inform Akkodis without undue delay of such claim and align its handling as well as the protection of its rights with Akkodis. In case Akkodis is liable for infringement of third party rights and the use of a deliverable by the customer is therefore prohibited in full or in part by a legally binding court order, Akkodis shall, at its discretion and at its own expense,

(a) provide the customer with the right to use the service (licence purchase), or

(b) free its service from third party rights, or

(c) replace its service with another service of corresponding quality that does not violate third party rights, or

(d) withdraw its service against reimbursement of payment.

13.3 Akkodis shall not be liable for any infringement of third party rights due to the customer's modification of Akkodis' services of Akkodis and/or connection or combination of the deliverables with other devices or equipment.

13.4 Akkodis shall not be liable for any infringement of third party rights resulting from services rendered on the basis of templates, development services or other specifications supplied by the customer, or for any use of a service not foreseeable for Akkodis. In such cases, the customer shall indemnify and hold Akkodis harmless from any third party claims.

13.5 The customer shall not be entitled to more extensive or other claims as a result of infringement of third party rights. In particular, Akkodis shall not compensate any consequential damages, such as loss of production or utilisation, or lost profits. These restrictions shall not apply to mandatory liability for standard contractual, foreseeable damages in cases of intent or gross negligence, breach of essential contractual obligations or failure in achieving of guaranteed specifications. The customer's right to withdraw from the contract remains unaffected.

13.6 The customer is not granted any rights to use Akkodis' intellectual property rights relating to the interaction of Akkodis' service with third party services.

14. Termination

14.1 If the duration of the service provision is neither agreed nor can be inferred from the nature or purpose of the service, the contract can be terminated in whole or in part by either contracting party with a notice period of 3 months to the end of a calendar month, but at the earliest at the end of the agreed minimum contract period. A different notice period can be agreed in the contract.

14.2 If the customer fails to fulfil its obligations to cooperate or fails to ensure the necessary level of cooperation on the part of the product manufacturer and/or user required for service provision, if the information or specifications communicated by the customer, product manufacturer and/or user are fragmentary, unsuitable, or incomplete, or if change requests necessitate additional non-budgeted operational expenditure with additional costs not borne by the customer, Akkodis shall be entitled to terminate the agreement without notice, after fruitless expiration of an appropriate period for stipulating suitable conditions or for the assumption of additional costs by the customer.

14.3 The customer undertakes to reimburse any costs incurred by Akkodis as a result of such contract termination without notice. Partial services as set forth in the contract may continue to be rendered until the contractual relationship is officially terminated. Such services must be accepted and remunerated by the customer.

15. Confidentiality

15.1 Each party to this agreement as well as its vicarious agents undertake to maintain confidentiality in the conclusion and execution of the services provided as well as of all information and documentation received from the opposing contracting party, and furthermore undertake to use this information and documentation for operational purposes within the scope of the respective contract only. The customer furthermore undertakes to impose this duty of confidentiality on each product manufacturer and/or user which is involved either on a consultancy or other basis in the performance of the service, or which supplies equipment or components required to render the service. If Akkodis appoints subcontractors, Akkodis undertakes to impose a duty of confidentiality on these parties. This obligation shall remain in force for a period of 3 years from date of transfer/delivery and/or acceptance.

15.2 This duty of confidentiality does not apply to information demonstrable as pre-existing knowledge, information that has been or is legitimately disclosed or made available by third parties, information that is deemed to be in the public domain or generally accessible, or information that becomes known or accessible at no fault of the respective contracting party. Furthermore, this duty does not apply to information demonstrable as a product of independent internal development activity or to information that must be disclosed in accordance with legal regulations or official directives.

15.3 For reference purposes Akkodis shall be authorised to cite the circumstances of service provision that underlie the respective contract.

16. Reservation of title

16.1 Akkodis reserves title to all deliverables until receipt of full payment as agreed within the contract. If the customer is in violation of the contract, in particular in default of payment, Akkodis shall be entitled to recover deliverables. The recovery of deliverables by Akkodis constitutes a withdrawal from the contract. Akkodis shall be entitled to utilise the deliverables after these have been recovered; the proceeds of any such utilization, minus any reasonable expenses, shall be deducted from the customer's accounts payable.

16.2 The customer undertakes to treat all deliverables with due care; in particular, the customer undertakes to sufficiently insure these items for their "as new" value against fire, water damage and theft at its own expense. Where maintenance and inspection work

is necessary, the customer must perform these duties in a timely fashion and at its own expense.

16.3 In the event of seizure or other form of intervention by a third party, the customer must inform Akkodis in writing without undue delay, to enable Akkodis to institute legal proceedings in accordance with Art. 771 German Code of Civil Procedure [ZPO]. If the third party in question is unable to compensate Akkodis for its judicial and extrajudicial costs of legal action in accordance with Art. 771 ZPO, the customer is liable for the accrued loss to Akkodis.

16.4 The customer shall be entitled to resell deliverables as a routine business transaction; the customer undertakes, however, to surrender to Akkodis, at this stage, all accounts receivable at the total invoice value (including VAT) of its account receivable accrued from the resale against its purchaser or third party, and irrespective of whether the purchased deliverable has been on-sold without or after processing. The customer shall remain authorised to collect receivables after surrender. The right of Akkodis to collect the receivables itself remains unaffected. Akkodis undertakes, however, not to collect the receivables itself as long as the customer adheres to its payment obligations with regard to proceeds received, is not in default of payment, and, in particular, no application for settlement or insolvency proceedings has been filed or payments has been suspended. If this is the case, however, Akkodis shall be entitled to demand that the customer discloses full details of the surrendered accounts receivable as well as their associated debtors, provides all information required for collection, hands over all associated documentation and informs the debtors (third parties) of the surrender.

16.5 The processing and alteration of deliverables by the customer is at all times performed on behalf of Akkodis. If deliverables are processed together with other materials that do not belong to Akkodis, Akkodis shall acquire joint title to the new materials or products at a proportionate rate; this rate shall be the proportionate value of deliverables (invoice total, including VAT) to the value of the other processed materials at time of processing. The reservation of title on deliverables shall apply accordingly to the new materials or products accrued by such processing.

16.6 If deliverables are inseparably mixed with other materials that do not belong to Akkodis, Akkodis shall acquire joint title to the new materials or products at a proportionate rate; this rate shall be the proportionate value of deliverables (invoice total, including VAT) to the value of the other mixed materials at time of mixing. If according to the nature of the mixing the customer's material is regarded as primary, the parties to this contract hereby agree that the customer shall transfer to Akkodis proportionate joint title. The customer undertakes to store such exclusively owned property or jointly held property on behalf of Akkodis.

16.7 To secure Akkodis claims against the customer, the customer shall assign to Akkodis its claims against a third party, arising out of the combination of the deliverable with a real property.

16.8 Akkodis undertakes to release the securities it is entitled to, at the customer's request, insofar as the realisable value of securities exceeds the receivables to be secured by more than 10%; the choice of securities to be released resides with Akkodis.

17. Penalty for breach of contract

To the extent that customer steps away from the fulfillment of an order, terminates or withdraws the contract, Akkodis is entitled to charge the contractually agreed compensation, reduced by such costs that are saved due to the rescission of the contract. In such case it is assumed that Akkodis is entitled to demand at least 15% of the contractually agreed compensation for such portion of the services not yet provided.

18. Compliance

Akkodis places high demands on itself and its contractual partners with regard to compliance with applicable laws and directives for all business activities and supply chains. Consequently, Akkodis

has adopted a Code of Conduct as a sustainable commitment to compliant behavior. The Code of Conduct of Akkodis is available on its homepage. Akkodis demands compliance with the law and the directive within the local and – if any – global supply chains not only from itself and its employees, Akkodis also expects its contractual partners to act accordingly. In this respect, Akkodis expects its contractual partners to comply with all laws and regulations concerning themselves and the contractual relationship with Akkodis as well as their (sub)suppliers and that they do not permit or refrain from any actions that are or could have criminal relevance.

19. Place of jurisdiction • Place of fulfilment

19.1 The exclusive place of jurisdiction for both parties for all disputes arising from or in connection with this legal relationship is the place of registered office of Akkodis, if Akkodis is registered in Germany; in all other cases exclusive place of jurisdiction shall be Stuttgart, Germany.

19.2 The law of the Federal Republic of Germany shall apply; the application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

19.3 Unless otherwise stated in the offer or in the order confirmation issued by Akkodis, the place of business of the contracting Akkodis company shall deem the place of fulfillment.