

General Conditions of Sale for Construction, Assembly/Installation and Services for CUSTOMER

(1) Purpose and validity

All our offers and orders for construction, assembly/installation and services for customers (CUSTOMERS) are based exclusively on the following General Conditions of Sale for Construction, Assembly/Installation and Services.

All individual agreements and provisions take precedence, in particular, those contained in the order and the minutes of negotiations, as well as the specifications, including preliminary remarks.

(2) Definitions:

CUSTOMER

CONTRACTOR

Employee = Representatives, legal representatives, vicarious agents of CUSTOMER or CONTRACTOR

(3) Value-added tax

Amounts as described below in more detail, in particular, amounts quoted in offers, orders and settlement sums, penalties and securities determined by mutual agreement or by a legally binding decision are expressed as the respective net purchase values. If CONTRACTOR is a taxpayer within the meaning of section 13 b of the Value-added Tax Law (UStG, *Umsatzsteuergesetz*), section 48 b of the Income Tax Law (EStG, *Einkommensteuergesetz*), the respective amount is to be deemed to be exclusive of value-added tax at the statutory rate.

§ 1 Basis of contract

1.1 The basis of the contract is specified in section 1 of the minutes of negotiations and in addition by the laws of the Federal Republic of Germany.

1.2 Any terms and conditions of CUSTOMER that may deviate from or supplement these General Conditions of Sale for Construction, Assembly/Installation and Services are not binding upon CONTRACTOR even if CONTRACTOR does not object or if CONTRACTOR states that it intends to perform exclusively according to its terms and conditions.

1.3 The VINCI Group's 'Code of Ethics and Code of Conduct' and the 'Anti-corruption Code of Conduct', which can be downloaded from the website shown below, are additionally applicable:

"<http://www.vinci-energies.de/de/nachhaltigkeit/gesellschaftliche-verantwortung/unsere-verantwortung/>"

§ 2 Basis of offers and orders

2.1 The offer was prepared in accordance with the generally accepted rules of technology applicable at the time the offer was submitted. The price does not include any deliveries and services not expressly listed in the offer/specifications.

2.2 Documents and information are made available on trust to the other party to the contract; CONTRACTOR

is obliged to use such documents and information solely for the agreed purpose and not to disclose such documents and information to third parties without prior written consent.

2.3 Offers are binding for a maximum of 1 month from the date of the offer.

2.4 Orders and acceptance as well as any modifications thereof and amendments thereto are not valid unless made in writing. Any oral ancillary agreements made at the time the contract is entered into are only valid if they have been confirmed in writing by CONTRACTOR. This also applies to changes to the contract after its conclusion.

2.5 CONTRACTOR is entitled to subcontract the services for which it is retained to subcontractors unless the parties agree otherwise in one of the overriding basic elements of the contract.

§ 3 Responsibilities, powers of attorney

3.1 CONTRACTOR's project manager is only authorised to issue instructions to CUSTOMER if such authority is affirmed in the minutes of negotiations.

However, CONTRACTOR's project manager is never authorised to change or delete any wording or clauses of these General Conditions of Sale for Construction, Assembly/Installation and Services or of the minutes of negotiations once these have been adopted. Any such

changes or deletions are subject to express approval by CUSTOMER's executive management.

3.2 Prior to commencing performance, CUSTOMER will appoint a supervisor and authorised representative to represent CUSTOMER in legal transactions and to receive all legally relevant declarations from CONTRACTOR with effect for CUSTOMER.

§ 4 CUSTOMER's obligations

4.1 CUSTOMER is obliged to refrain from any action that will or could lead to invalidity of the contract to produce a work entered into pursuant to section 9 of the Law on Temporary Employment (AÜG, *Arbeitnehmerüberlassungsgesetz*) or that will or could lead to a situation where an employee of CONTRACTOR is considered to be an employee within the meaning of section 611 a of the German Civil Code (BGB, *Bürgerliches Gesetzbuch*).

In the event that CUSTOMER culpably breaches the obligation arising from the preceding paragraph, CUSTOMER will then be obliged to fully indemnify CONTRACTOR with regard to any and all claims which third parties or the employee concerned may assert as a consequence thereof, in particular, claims pursuant to sections 10 et seqq. of the Law on Temporary Employment (AÜG, *Arbeitnehmerüberlassungsgesetz*) section 28e (3a) of the Fourth Book of the Code of Social Law (SGB IV, *Sozialgesetzbuch (SGB) Viertes Buch (IV)*) and section 150 of

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the Seventh Book of the Code of Social Law (SGB VII, *Sozialgesetzbuch (SGB) Siebtes Buch (VII)*).

This indemnification claim becomes time-barred in accordance with section 199 BGB.

- 4.2 Subject to a condition precedent in the event that an application for the opening of insolvency proceedings is filed against the assets of CUSTOMER, CUSTOMER hereby assigns to CONTRACTOR CUSTOMER's present and future claims for performance and payment existing at the time of the occurrence of the condition precedent which CUSTOMER has from a legal relationship with a third party if and to the extent that such claim is also to be regarded as performance in the legal relationship between CONTRACTOR and CUSTOMER.

§ 5 Performance of work

- 5.1 CUSTOMER undertakes to coordinate the construction process, to take all necessary measures and to refrain from doing anything to the contrary in such a way that the performance of CONTRACTOR's services will be free from any legal or actual obstacles for the entire duration of performance.
- 5.2 CONTRACTOR is obliged to remedy defects within the scope of the statutory provisions, with section 18 being applicable to the warranty period. Withdrawal from the contract due to a defect which is not material is only possible when the other legal requirements are met and if CONTRACTOR is culpably in default with remedial action regarding such defect.

§ 6 Quality and functional tests, trial operation

- 6.1 In the event that CUSTOMER requests that CONTRACTOR furnish proof of quality or function, CUSTOMER will then be obliged to remunerate such proof in addition.
- 6.2 Only to the extent expressly provided for in the contract to produce a work will CONTRACTOR be obliged to perform an agreed trial run after completion, but before acceptance.
- 6.3 In the event that obstacles or defects occur during the trial operation which neither fully prevent or impede trial operation in a comparable manner, the duration of trial operation will be

extended by the duration of such impairment as well as the time needed to resume trial operation.

- 6.4 In the event that obstacles or defects occur during trial operation which prevent or impede the use of the work as a whole or in part, trial operation will be resumed after the obstacle has ceased to exist or after the defects have been fully and properly remedied.
- 6.5 The result of trial operation will be recorded in writing.

§ 7 Changes in and additions to the scope of delivery and services

- 7.1 If, after conclusion of the contract, CUSTOMER requests a change in the agreed success of the work or a change which is necessary in order to achieve the agreed success of the work, CUSTOMER is entitled to do so within the scope of sections 650 a et seqq. BGB in conjunction with sections 650 b to d BGB. The same applies in the case of orders which are not covered by sections 650 a et seqq. BGB.
- 7.2 CUSTOMER is obliged to request the change in writing. If no written instruction is given, CONTRACTOR is not obliged to carry out the change.
- 7.3 If CONTRACTOR claims internal procedures in order to justify the unreasonability of an order pursuant to section 650 b (1), first sentence. No. 1 BGB, CONTRACTOR will then bear the secondary burden of proof therefor.
- 7.4 CONTRACTOR's claim to remuneration for increased costs also exists in the case of section 650 b (1), first sentence, No. 2 BGB, unless CONTRACTOR has already provided planning services prior to the conclusion of the contract, which were included in the determination of the contractually agreed success of the work.
- 7.5 The changes will only be carried out against adequate remuneration. CONTRACTOR will record the changes in a supplementary offer and calculate additional remuneration on the basis of this offer.
- 7.6 CUSTOMER is obliged to check the supplementary offer within 7 days after receipt. If the supplementary offer is not reviewed in due time or unjustly rejected, CONTRACTOR will then be entitled to refuse further performance of the changed/additional services

and to bill the (partial) services already performed.

- 7.7 CONTRACTOR may at its reasonable discretion determine designs deviating from the specifications if such deviations are necessary for technical or public law reasons and/or if the total value of the work will not be significantly impaired.

§ 8 Deadlines, dates

- 8.1 A contractually agreed response time will be deemed to have been met if CONTRACTOR has commenced performance within the agreed period.
- 8.2 The deadline for the performance of a service will be deemed to have been met if such service has been essentially performed and without significant defects before expiry of the deadline. If trial operation has been agreed upon, the performance level achieved must enable such trial operation.
- 8.3 In the event that CUSTOMER requests that CONTRACTOR furnish proof of quality or function, the contractually agreed deadlines will be extended by the time required to prepare, execute and provide such proof as well as the time required thereafter until the work can continue.

§ 9 Penalties:

- 9.1 If and to the extent that a penalty has been effectively agreed upon, the following is additionally applicable:
- Notwithstanding the other provisions of the contract, CUSTOMER will grant to CONTRACTOR a grace period of 14 calendar days from the agreed date, i.e. no party will be deemed to be responsible for exceeding the deadline during this period.
 - The penalty covers all of CUSTOMER's claims for damage caused by default.
- 9.2 The claim for penalty must be reserved at the time of acceptance and, if partial acceptance is agreed upon, at the time of partial acceptance in each case.

§ 10 Acceptance

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10.1 Parts of the service which for themselves represent complete parts must be accepted on request.

10.2 If, for reasons beyond CONTRACTOR's control, CUSTOMER does not accept the facility within a period of 12 days from notification of readiness for acceptance/notification of completion, the facility will be deemed to have been accepted upon expiry of this period.

10.3 If CUSTOMER puts the service into operation before acceptance, the service is deemed to have been accepted after a period of use of 6 days.

10.4 Section 640 BGB applies with the proviso that CONTRACTOR's work will also be deemed to have been accepted if CONTRACTOR has set CUSTOMER a reasonable deadline for acceptance after completion of the work and CUSTOMER has not refused acceptance within this period by referring to at least one defect that was validly notified.

10.5 If acceptance is delayed as a result of circumstances beyond CONTRACTOR's control, the risk of price and performance will pass to CUSTOMER from the date of completion of the service.

10.6 Acceptance must take place immediately after notification of readiness for acceptance/completion. Acceptance may not be refused if only a non-material defect exists. A defect is deemed material if the intended use or function of the work owed by CONTRACTOR is impossible or essentially hindered by such defect.

10.7 If CUSTOMER has begun to use the work, as a whole or in part, or has made it available to a third party for use/further work, acceptance will be deemed to have taken place after expiry of 7 calendar days after commencement of use and corresponding notification by CONTRACTOR to CUSTOMER if no material defect (see section 10.6) exists and was notified to CONTRACTOR within this period. The use of parts of a structural installation for the purpose of continuing the work will be deemed to constitute partial acceptance.

§ 11 Reservation of title

11.1 All goods belonging to the deliverable (goods subject to reservation of title) remain CONTRACTOR's property until any and all of CONTRACTOR's claims against CUSTOMER from the business relationship have

been satisfied. This is also applicable if the individual goods have been paid for but other claims are still outstanding.

11.2 During the existence of the reservation of title, CUSTOMER has no right to pledge the goods subject to reservation of title or to assign them by way of security. Resale is only permitted in the ordinary course of business and on condition that CUSTOMER receives payment from its customer or makes the reservation that title to such goods will not pass to the customer until the customer has fulfilled its respective payment obligation. CUSTOMER hereby assigns to CONTRACTOR the claim arising from a resale. If the value of this security exceeds CONTRACTOR's total claim by more than 20%, CONTRACTOR is then obliged to reassign any excess amount at CUSTOMER's request.

11.3 In the event of seizure, confiscation or other dispositions by third parties, CUSTOMER must notify CONTRACTOR immediately thereof.

11.4 In the event of default in payment, CONTRACTOR is entitled to take back the goods subject to reservation of title following a prior reminder whereupon CUSTOMER will be obliged to return such goods. The assertion of the reservation of title as well as seizure of the work by CONTRACTOR are not to be deemed to constitute withdrawal from the contract.

§ 12 Pricing and billing rules

12.1 The contract prices are fixed prices until completion, unless otherwise specified below.

12.2 Unless expressly agreed otherwise, prices are EXW prices (INCOTERMS 2010).

12.3 Value-added tax at the statutory rate will be added to the prices.

12.4 CUSTOMER's right to withhold payments or services or to set them off against counterclaims is limited to the extent to which CUSTOMER's claims are undisputed or have been legally established.

§ 13 Changes in remuneration

13.1 The prices are based on the wage and material costs valid at the time of the offer.

13.2 If more than 2 months elapse between receipt of the offer and conclusion of the contract or between conclusion of the contract and commencement of performance of the services without any delay in delivery for which CONTRACTOR is responsible, CONTRACTOR may adjust the prices taking into account material, wage (corresponding to the changes in the basic wage of the locally and objectively relevant collective agreement) and other ancillary cost increases (section 315 BGB). The reference basis for this adjustment right are the prices in the case of sentence 1, 1st alternative 2 months after receipt of the offer and in the case of sentence 1, 2nd alternative 2 months after the conclusion of the contract.

§ 14 Work paid by the hour

14.1 CONTRACTOR is entitled to bill work paid by the hour in the agreed cases and, furthermore, always if no services corresponding to the respective service were the subject of the order or if the service to be performed differs from the services already forming the subject matter of the order, in particular, with a view to time-dependent cost factors.

14.2 CUSTOMER is obliged to return hourly wage slips, which were handed over to him no later than 6 working days after performance of work paid by the hour, no later than within 2 working days after receipt and in all other cases within 5 working days after receipt. CUSTOMER may raise objections on the hourly wage slips or separately in writing. Hourly wage slips that are not returned in due time will be deemed to have been accepted.

14.3 The normal working time is 38.5 hours per week. Saturdays are not considered to be normal working days. Unless otherwise agreed, the basis for the calculation of overtime pay is 70% of the value of the agreed hourly wage.

14.4 The basis for remuneration of work paid by the hour is the pure working time. Site manager hours also qualify as work paid by the hour. If no other billing cycle has been agreed upon, billing will be carried out on a quarterly hour basis. Incomplete units according to the agreed cycles will be calculated as full units.

§ 15 Billing

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15.1 Measurements will be carried out according to section 5 of ATV-DIN 18299.

15.2 Invoices must be checked within 14 days after receipt. Payment plus value-added tax at the applicable rate must be made within 14 days after checking the invoice, but in no case later than 28 days after receipt of the invoice without any deduction free CONTRACTOR's paying agent.

§ 16 Payment

16.1 Unless the parties have agreed otherwise in the minutes of negotiations or in any other form, the following instalment payments will be deemed to have been agreed upon:

- a. 30% of the order value on conclusion of the contract
- b. 20% of the contract value when the construction site is set up
- c. 35% of the order value after delivery and installation of
- d. 10% of the order value after acceptance, but no later than 12 days after notification of completion
- e. 5% of the order value after final documentation has been handed over

16.2 If CUSTOMER allows the discount period for a down payment or the advance payment to expire, it will forfeit the right to deduct discount from the remaining payments.

16.3 The place of performance for all payments is CONTRACTOR's place of business.

§ 17 Security

17.1 The following security deposits are agreed upon:

- a. 5% of the net order value for the correct performance of all of CONTRACTOR's main performance obligations under the contract to produce a work, with the exception of warranty
- b. 2% of the net invoice amount for the performance of all of CONTRACTOR's warranty obligations under the contract to produce a work.

17.2 CONTRACTOR is free to choose the form of security and may provide it in another form at any time.

17.3 If and to the extent to which CONTRACTOR has not made a choice, security will be provided in the form of a cash sum to be withheld. If a guarantee is provided in order to replace the security provided in another form, this other security must be released immediately.

17.4 CUSTOMER is obliged to return warranty bonds no later than two years after acceptance of performance. CUSTOMER may only retain a reasonable part of the security due to unfulfilled claims due to defects if it has already notified the justified defect during the warranty period.

17.5 In the event that security is provided in the form of a guarantee and the main debt secured thereby is reduced, the beneficiary of the guarantee is obliged to return the guarantee parallel against receipt of a guarantee that was issued for the corresponding part of the security and is otherwise unchanged.

§ 18 Warranty

18.1 CONTRACTOR's warranty covers a period of 12 months from the date of acceptance.

18.2 If acceptance is delayed for reasons beyond CONTRACTOR's control, the warranty period will commence no later than 12 days after notification of readiness for acceptance/notification of completion.

18.3 A notice of defects does not prevent the warranty period for the relevant defects from expiring.

§ 19 Liability and insurance

19.1 CONTRACTOR is liable to CUSTOMER in cases of intent or gross negligence. The only exceptions to this are cases where mandatory law provides for a different liability regime, in particular, within the framework of the Product Liability Act (*Produkthaftungsgesetz*) or in the case of personal injury. Liability for consequential damage is excluded.

19.2 CONTRACTOR is liable to CUSTOMER in the event of a culpable breach of cardinal obligations (contractual obligations which when breached would seriously endanger the purpose of the contract and the fulfilment of which CUSTOMER may reasonably rely on,

in particular, but not limited to, compliance with the delivery period, the obligation to deliver free of defects as well as obligations to advise, protect and care, which are intended to enable CUSTOMER to use the deliverable in accordance with the contract or to protect CUSTOMER's property or life and limb of CUSTOMER's personnel from considerable damage), without the existence of intent or gross negligence and limited to the amount of the damage that is foreseeable and typical for the contract at the time its conclusion.

19.3 CONTRACTOR's liability for simple negligence is otherwise excluded.

19.4 Items taken over must be returned to CUSTOMER after maintenance or processing in any other form at CUSTOMER's expense and risk.

19.5 If collection has been agreed upon instead of sending back, items that were maintained or otherwise processed must be collected within 30 days after CUSTOMER's notification. If this does not happen, they will be returned to CUSTOMER at its expense and risk.

19.6 CONTRACTOR guarantees that it has taken out liability insurance amounting to €500,000 for personal injury and €250,000 for other damage and that it will continue to do so for the duration of its performance until acceptance of its services, or that it undertakes to take out and maintain appropriate insurance.

§ 20 Termination of contract

20.1 If a term is contractually agreed, this will then apply.

20.2 In the event of termination by CUSTOMER or amicable termination/cancellation of the contract and unless the contract is terminated for cause, section 648 BGB will apply and it will be assumed that CONTRACTOR is entitled to 15% of the agreed remuneration attributable to the part of the work not yet performed.

20.3 CONTRACTOR is entitled to terminate the contract if either

- a. CUSTOMER is in default with an action or omission to which it is

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- obliged under the contract (sections 280 et seqq., 293 et seqq. BGB)
- b. CUSTOMER is in default with payment
- c. CUSTOMER transfers or has transferred any rights and/or obligations from the contract to a third party with the effect of releasing CUSTOMER therefrom completely or in part
- d. CUSTOMER discontinues payments, files an application for the opening of insolvency proceedings with respect to its assets, insolvency proceedings are opened or discontinued due to lack of assets, CUSTOMER initiates or executes its liquidation or passes such a resolution
- e. the person of CUSTOMER must to be dissolved by virtue of law or if it is dissolved or otherwise terminated or if it must be terminated
- f. CONTRACTOR is materially entitled by virtue of law to terminate the contract, to withdraw from it or to otherwise terminate it.
- g. in the case of section 314 BGB
- 20.4 If CONTRACTOR terminates the contract in accordance with section 20.3 or withdraws from the contract, CUSTOMER must pay to CONTRACTOR remuneration for the service performed and for the service not performed minus expenses saved. Further claims which CONTRACTOR may have remain unaffected. Exclusions of liability between the parties do not apply in this respect.
- 20.5 An application for the opening of insolvency proceedings against CUSTOMER, termination of the contract to produce a work or its termination by any other means will entitle CONTRACTOR to withdraw from the contract and to demand the immediate return of the deliverable.
- § 21 Compliance with the principles of the United Nations Global Compact/ Compliance/ Lieferkettensorgfaltspflichtengesetz**
- (1) By joining the United Nations' Global Compact, CONTRACTOR and its contractors commit themselves to comply with the Global Compact.
- (2) CUSTOMER undertakes to observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment, as well as responsibility for the environment and the prevention of corruption. Further information on the UN's Global Compact Initiative can be found at www.unglobalcompact.org. VINCI Code of Ethics and Conduct, the VINCI Anti-corruption Code of Conduct and the VINCI's guide on Human rights set out these principles and define specific obligations and rules of conduct. This applies equally to the obligations under the Lieferkettensorgfaltspflichtengesetz. The Contractor expressly refers to the "VINCI Code of Ethics and Conduct, the VINCI Anti-corruption Code of Conduct and the VINCI's guide on Human rights set out these principles " in force in its company, which can be downloaded from the following website: "<http://www.vincienergies.de/de/nachhaltigkeit/gesellschaftliche-verantwortung/unsere-verantwortung/>".
- (3) CUSTOMER undertakes to inform CONTRACTOR immediately of any and all infringements of the principles listed in subsections 1 and 2 occurring in CUSTOMER's business sphere.
- (4) The Contractor reserves the right to conduct a corresponding compliance audit if it becomes aware of violations of the conditions set out in Paragraphs 1 to 3 on the part of the Customer. Violations of paragraphs 1 to 3 are breaches of essential contractual obligations and entitle the Contractor to terminate existing contracts for good cause or to rescind the contract due to breach of duty.
- § 22 Confidentiality, copyright and intellectual property rights, customer protection**
- 22.1 CUSTOMER is obliged to maintain confidentiality. Without CONTRACTOR's consent, CUSTOMER is not permitted to pass on any information regarding the construction project to third parties not involved in the construction project.
- 22.2 Publications about the construction project by CUSTOMER, its contract partners for this construction project or its employees are not permitted without CONTRACTOR's prior written consent. Publications in this sense also include the description of the construction work, the publication of drawings, calculations and other documents, as well as photographs, film, radio and television recordings and publications on the Internet.
- 22.3 Title to and copyright for plans, drawings and ideas embodied in the delivery are personal to CONTRACTOR. CONTRACTOR reserves title to and copy right for offer documents, cost estimates, etc., including any such items that may exist in electronic form. CONTRACTOR is manufacturer within the meaning of section 950 BGB.
- 22.4 Until completion of the project and/or the construction project, CUSTOMER may not conduct any 'direct business' of any kind with CONTRACTOR's vicarious agents or employees without CONTRACTOR's consent. This means that CUSTOMER may not enter into any direct or indirect business relations with the vicarious agents or employees or their legal successors with regard to the work being the subject matter hereof and any associated additional or follow-up orders which are technically related to this work.
- The obligation as aforesaid will survive completion of the project and/or construction project for a period of 1 year after termination of the contract (withdrawal, termination or acceptance). CONTRACTOR is generally prohibited from making and entering into any direct ancillary agreements between CUSTOMER and CUSTOMER's vicarious agents or employees. CUSTOMER will be liable for any violation.
- 22.5 Resources, business transactions and working methods of one party which come to the knowledge of the other party within the framework of the execution of the order must be kept secret in relation to third parties even beyond the term of the contract; the respective employees must be obliged to assume corresponding obligations.
- 22.6 No party will recruit the other party's employees. Violation of this provision will entitle the party concerned to terminate the contract without notice.
- § 23 Use of software**
- 23.1 In as far as the scope of delivery includes the provision of software, CUSTOMER has a non-exclusive right to use the software provided, including its documentation, for the purpose of constructing and using the work.
- 23.2 CUSTOMER has the right to make and use a backup copy of the software.

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23.3 Any other rights to the software and the documentation, including copies, belong to CONTRACTOR who is also deemed to be the manufacturer within the meaning of section 951 BGB.

§ 24 Consumer mediation body and dispute resolution

24.1 If the respective contract is concluded with CUSTOMER in its capacity as a consumer, CONTRACTOR will participate in the consumer mediation procedure in accordance with the Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*).

The responsible consumer mediation body for the settlement of disputes concerning connection to the supply grid, the supply of energy as well as the metering of energy is Schlichtungsstelle Energie, Friedrichstr. 133, 10117 Berlin, www.schlichtungsstelle-energie.de.

Otherwise, the responsible consumer mediation body is: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl, www.verbraucher-schlichter.de.

24.2 If the respective contract is concluded with CUSTOMER not in its capacity as a consumer, the following is applicable: In as far as the parties have agreed upon mediation or any other form of out-of-court settlement of conflicts in the minutes of negotiations, the provisions specified therein must be observed.

§ 25 Assurances/other agreements

25.1 Any assignment or collection assignment or pledging of claims which CUSTOMER has against CONTRACTOR from the contract to produce a work is only permitted with CONTRACTOR's prior written consent.

25.2 CONTRACTOR is entitled to set off claims which CUSTOMER has against CONTRACTOR against claims which CONTRACTOR or other related companies of CONTRACTOR within the meaning of sections 15 et seqq. of the German Stock Corporation Act (*AktG, Aktiengesetz*) have against CUSTOMER. CONTRACTOR is also entitled to set off its claims against CUSTOMER against any claims to which CUSTOMER is entitled against one of the aforementioned companies.

§ 26 Miscellaneous provisions

26.1 Any modifications of and amendments to the contract or these General Terms and Conditions are not valid unless made in writing. This is also applicable to a waiver of the written form requirement.

26.2 In as far as the written form is required in the contract or the General Terms and Conditions, transmission by way of telecommunication is sufficient. The right to subsequently demand an original counterpart in accordance with section 127 (2), 2nd sentence BGB remains unaffected.

26.3 In the event that individual provisions of these General Terms and Conditions are or become invalid, the validity of the remaining provisions hereof will not be affected thereby. The parties undertake to amend, supplement or replace any ineffective provisions in such a way that the economic purpose of the provision is achieved to the maximum extent possible.

26.4 An ineffective clause will be replaced with the nearest clause permissible according to law and case law, which reflects the economic and legal sense in the nearest, maximum permissible manner.

26.5 The place of jurisdiction for all disputes arising from this contract is Frankfurt/Main, Germany. However, CUSTOMER is entitled to sue CONTRACTOR at any other admissible place of jurisdiction.

26.6 All rights and obligations arising from this contract are governed exclusively by German law to the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods.