



General Terms and Conditions of Purchase (GTCPs) Updated: 25.06.2020

A. GENERAL PART

1 Scope of application

1.1 These General Terms and Conditions of Purchase ("GTCPs") apply to all business relations of ALTEN GmbH or ALTEN SW GmbH (hereinafter referred to as "ALTEN" or the "Client") with its business partners and suppliers. The GTCPs only apply if the seller is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

1.2 The GTCPs apply to contracts for the purchase and/or delivery of movable items ("goods"), irrespective of whether the seller manufactures the goods itself or purchases them from suppliers (Sections 433 and 650 BGB). In addition to Part A of these GTCPs, Part B of these GTCPs also applies to such contracts.

1.3 The GTCPs further apply to all orders under service contracts and contracts to produce a work. In addition to Part A of these GTCPs, Part C of these GTCPs also applies to such contracts.

1.4 Unless otherwise agreed, the GTCPs also apply to all future services provided to and contractual relationships with ALTEN as a framework agreement for similar future contracts, without ALTEN having to refer to them again in each individual case.

1.5 Deviating, conflicting or supplementary General Terms and Conditions of the contractor or third parties only become part of the contract if and insofar as ALTEN has expressly consented to their validity in writing. This requirement of express written consent applies in all cases, for example even if ALTEN refers to a letter containing or referring to the General Terms and Conditions of the contractor or a third party, or accepts the deliveries or services of the contractor or a third party without reservation, being aware of the General Terms and Conditions of the contractor or a third party.

1.6 Individual agreements made with the contractor in individual cases (including collateral agreements, supplements and amendments) in any case take precedence over these GTCPs. The content of such agreements is governed by a written contract or written confirmation from ALTEN, subject to proof to the contrary.

1.7 Legally relevant declarations and notifications of the contractual partner with regard to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory formal requirements and the right to demand further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.

1.8 Any references to the validity of legal regulations are for the purposes of clarification only. Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or expressly excluded in these GTCPs.

2 Offer, conclusion of contract and contract amendments

2.1 ALTEN's order or award of a contract is deemed binding at the earliest on written submission or confirmation. Obvious errors (e.g. typos and calculation errors) and incompleteness of the order or the contract, including the order documents, must be communicated by the seller or contractor to ALTEN for correction or completion before acceptance; otherwise, the contract is deemed not to have been concluded.

2.2 The seller or contractor must return the signed order confirmation within a period of five working days. Alternatively, the commencement of the performance of the order or the dispatch of the goods is deemed to be implied acceptance by the seller or contractor. Late acceptance is considered a new offer and requires acceptance by ALTEN.

2.3 Oral agreements made by the contracting parties prior to the conclusion of the contract are replaced by the written contract, unless it is expressly declared in the individual case that they are still binding. Individual agreements made with the contractor in individual cases (including collateral agreements, supplements and amendments) in any case take precedence over these GTCPs. The content of such agreements is governed by a written contract or written confirmation from ALTEN, subject to proof to the contrary.

3 Delivery time and delay in delivery

3.1 The performance period for the service and the performance time (start and end date of a project/delivery time) specified for it in the order or contract are binding. If the time of performance is not specified in the contract or the time of delivery is not specified in the order and has not been otherwise agreed, the time of performance is two (2) weeks from the conclusion of the contract in the case of purchase agreements.

3.2 The contractor is required to inform ALTEN without delay by telephone and in writing if circumstances occur or become apparent to the contractor that indicate that the agreed time frame cannot be met.

3.3 If the seller or contractor does not perform its services or does not perform them within the agreed service or delivery time or is in default, ALTEN's rights – in particular to withdraw from the contract and to claim damages – are governed by the statutory provisions. The provisions in subsection A.3.4 remain unaffected.

3.4 If the contractor is in default, ALTEN is entitled to demand flat-rate compensation for delay amounting to 1% of the order value per completed working day week (Monday to Friday), not exceeding, however, a total of 5% of the respective order value; other statutory claims and rights in the event of delay remain unaffected. ALTEN reserves the right to prove that greater damage has been incurred. The contractor is entitled to prove to ALTEN that no damage or significantly lower damage has been incurred as a result of the delay. If ALTEN claims damages, the contractor is entitled to prove that it is not responsible for the breach of duty. If the seller is in default, ALTEN may – in addition to other legal claims – demand flat-rate compensation for the damage it has incurred from the delay in the amount of 1% of the net price per completed calendar week, not exceeding, however, a total of 5% of the net price of the goods delivered late. ALTEN reserves the right to prove that greater damage has been incurred. The seller reserves the right to prove that no damage at all or only significantly lower damage has been incurred. If ALTEN claims damages, the seller is entitled to prove that it is not responsible for the breach of duty.

3.5 Subsection A.3.4 applies accordingly if the contractor does not meet a binding delivery/completion date.

4 Prices, terms of payment

4.1 Prices are to be agreed as a binding fixed price; invoices can be based on hourly rates where no other options are available. The prices are stated in EURO plus statutory value added tax.

4.2 Only the prices stated in the offer or acceptance by ALTEN are deemed to be prices. Unless otherwise agreed in individual cases, the price includes all services and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including transport and liability insurance); any accessories for the product are part of the order. Travel expenses, accommodation costs and additional expenses for meals are covered by the agreed remuneration, unless otherwise expressly agreed in the individual contract. Unless otherwise agreed in the individual contract, extra travel costs incurred in connection with the performance of the order are only reimbursed additionally after prior written agreement. Such travel costs must be agreed with the Client in advance. Travel expenses, additional expenses for

meals and accommodation costs incurred in this connection are to be reimbursed by the Client in the amount of the lump sums for business trips recognised by the tax office or net, i.e. excluding value added tax, according to the proven expenditure.

4.3 The agreed price is due within fifteen (15) days after complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. Invoices can only be processed if ALTEN has received the order confirmation countersigned by the contractor and the activity report or acceptance record and the invoice contains the offer and project number. Invoices must be sent to the invoice recipient designated by ALTEN within three (3) working days of the following month at the latest. The contractor is responsible for all consequences resulting from non-compliance with these obligations, unless the contractor can prove that it is not responsible for them.

4.4 In the case of bank transfers, payment is considered to be made on time if ALTEN's transfer order is received by ALTEN's bank before the end of the payment period; ALTEN is not responsible for delays caused by the banks involved in the payment process.

4.5 ALTEN does not owe any interest on maturity. In the event of default of payment, the legal regulations apply.

4.6 ALTEN is entitled to rights of set-off and retention, as well as the defence of non-performance of the contract to the extent permitted by law. In particular, ALTEN is entitled to withhold due payments as long as ALTEN is still entitled to claims against the seller arising from incomplete or defective performance.

5 Confidentiality and prohibition on advertising

5.1 ALTEN reserves its property rights and copyrights to illustrations, plans, drawings, calculations, performance instructions, product descriptions and other documents. Such documents are to be used exclusively for the fulfilment of the contract and are to be returned to ALTEN after completion of the contract, without any prompting to do so. The same applies to data stored digitally or in any other form. The contractor/seller is not entitled to a right of retention in this respect, regardless of the reason. The documents are to be kept secret from third parties, even after the contract comes to an end. The obligation of secrecy expires only if and insofar as the knowledge contained in the documents provided has become generally known without breach of this obligation of secrecy.

5.2 The seller or contractor and ALTEN mutually undertake to treat all information concerning the business and operational affairs of the other party as strictly confidential and to use it only in accordance with the terms of the contract and not to disclose it to third parties. This applies even if no contractual relationship is established after confidential information has been exchanged.

5.3 The seller or contractor is only entitled to advertise with the Client as a business partner following written consent.

6 Rights to work results

6.1 For the purposes of this agreement, work results means all works or services or parts thereof that are produced for the Client or the end customer, i.e. the customer of ALTEN (e.g. all information, documents, evaluations, planning documents, expertise acquired in the course of performing the order, reports, drawings, materials, specifications, program drafts, (electronic) files, data collections, individual software including associated documentation, manuals and IT systems in the form of source codes or in any other form). Until work results have been completed, the corresponding partial results are deemed work results within the meaning of this agreement.



The contractor hereby irrevocably grants the Client the right to use the work results within the scope of its business operations without any restrictions in terms of content, territory and duration, including by way of (sub-)licensing and the provision of services for third parties.

6.2 The Client is only entitled to the right under subsection A.6.1 if the contractor creates the object of performance specifically for the Client.

6.3 If the object of performance is existing work, i.e. works already created or in the process of being created by or for the contractor or by or for a third party or outside the project concerned, and if this is expressly agreed, the contractor grants the Client only a simple, i.e. non-exclusive, right of use (which, however, as in subsection A.6.1, is irrevocable, unrestricted in terms of content and territory and may be sublicensed).

6.4 Insofar as pre-existing works or rights thereto are required for the use of the contractual services, the contractor hereby grants the Client the rights required to exercise the rights granted in the above paragraphs free of charge. In this respect, subsection A.6.1 applies accordingly.

6.5 Payment of the contractually agreed remuneration completely covers the granting of all rights of use to the extent described in this section. For this reason, the contractor is not entitled to any additional remuneration claims for the use and exploitation of the work results by the contractor or by a third party it authorises to do so. This also applies to partial services rendered.

6.6 Insofar as this is necessary for the transfer of the rights of use, the contractor undertakes to cooperate in all transfer processes at the first request of the Client and to instruct its employees and/or subcontractors to commissions to carry out the corresponding transfer processes. In particular, the contractor undertakes to make any necessary written declaration and to hand over all objects on which the works are recorded in whole or in part on an ongoing basis, at the latest, however, at the time of complete performance of the service, in a properly documented form.

7 Commissioning of subcontractors

The seller or contractor may use subcontractors in providing services only with the prior written consent of the Client. Where subcontracting is permitted, the contractor is required to ensure that the agreements between the contractor and its subcontractors are consistent with the provisions of these GTCPs.

8 Liability insurance cover

8.1 The contractor or seller is required to maintain professional/business liability insurance with coverage per loss event of at least €2,500,000.00 for personal injury and damage to property and €1,000,000.00 for financial loss; claims for damages by ALTEN against the contractor remain unaffected and are not restricted by this. The contractor or seller is required to maintain liability insurance even beyond the duration of the contractual relationship in such a way that claims against the liability insurance provider can be asserted for at least six (6) additional months.

8.2 The contractor or seller is required to inform itself about the liability risks with respect to the performance of the particular project or the respective order/delivery and to check whether it is sufficiently insured. Otherwise, the contractor or seller must take out project-specific professional/business liability insurance with an appropriate amount of cover.

8.3 The contractor or seller must provide ALTEN with proof of insurance cover in accordance with the above provisions on request; until such proof is provided, ALTEN may refuse the services offered to it without being in default of acceptance. If, for reasons for which the contractor or seller is responsible, no insurance cover exists, ALTEN is entitled to terminate the particular project contract or the relevant order without notice.

9 Force majeure

9.1 In the event of force majeure, the legal consequences are determined in accordance with this section A.9.

9.2 An event of force majeure is deemed to be an external event which has no operational connection and cannot be averted even if the greatest possible reasonable care is taken.

9.3 Until proven otherwise, the following events are considered force majeure: (i) war (declared or undeclared), hostilities, invasion, acts of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful acts of government, compliance with laws or governmental orders, expropriation, seizure of works, confiscation, nationalisation; (v) plague, epidemic, pandemic, natural disaster or extreme natural events; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or energy; (vii) general labour disturbances such as boycotts, strikes and lockouts, work stoppages, occupation of factories and buildings.

9.4 If ALTEN is affected by a force majeure event such that ALTEN's customer in the supply chain asks ALTEN to cancel an order already placed due to the force majeure event and ALTEN has reasonably accepted the cancellation, ALTEN is also entitled to cancel the contract for the supply of goods or services with the seller or contractor.

9.5 If ALTEN is affected by a force majeure event such that ALTEN's customer in the supply chain requests an adjustment to the agreement concluded between them due to the force majeure event and ALTEN has reasonably accepted such an adjustment, ALTEN is entitled to ask the seller or contractor to adjust the agreement concluded between them accordingly (mirror image).

10 Limitation period

10.1 The mutual claims of the contracting parties become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

10.2 In the case of purchase agreements and contracts for work and materials, the general limitation period for claims for defects is three (3) years from the passing of risk, in deviation from Section 438(1) No. 3 BGB. Insofar as acceptance has been agreed, the period of limitation commences on acceptance. The 3-year period of limitation also applies accordingly to claims arising from defects of title; the statutory period of limitation for real claims for return by third parties (Section 438(1) No. 1 BGB) remains unaffected; in addition, claims arising from defects of title are not subject to limitation under any circumstances as long as the third party can still assert the right – in particular in the absence of a limitation period – against ALTEN.

10.3 In the case of contracts to produce a work, the general limitation period for claims for defects is three (3) years from acceptance, in deviation from Section 634a(1) No. 1 BGB. The 3-year limitation period applies accordingly to claims arising from defects of title; in addition, claims arising from defects of title are not subject to limitation under any circumstances as long as the third party can still assert the right – in particular in the absence of a limitation period – against ALTEN.

10.4 For all contractual claims for defects, the limitation periods of the law on purchase agreements and the law on contracts to produce a work, including the above extensions, apply to the extent permitted by law. Insofar as ALTEN is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195 and 199 BGB) apply, unless the application of the limitation periods from the law on purchase agreements or the law on contracts to produce a work leads to a longer limitation period in the individual case.

11 Legal venue and applicable law

11.1 If the contractor is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – also international – legal venue for any disputes with ALTEN arising from the contractual relationship is the respective registered office of the company. This applies accordingly if the seller is an entrepreneur within the meaning of Section 14 BGB.

11.2 The law of the Federal Republic of Germany applies to these General Terms and Conditions and the entire legal relationship between the contractor and ALTEN, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

B. PURCHASE OF PRODUCTS

1 Performance, delivery, passing of risk, default of acceptance

1.1 The seller bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limited to stock).

1.2 Delivery within Germany is "free domicile" to the place indicated in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to ALTEN's respective place of business. The respective destination is also the place of performance for the delivery and any subsequent performance (debt to be discharged at the creditor's domicile).

1.3 The delivery must be accompanied by a delivery note indicating the date (issue and dispatch), the content of the delivery (item number and quantity) and the order ID specified by ALTEN (date and number). If the delivery note is missing or incomplete, ALTEN is not responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding dispatch note with the same content must be sent to ALTEN.

1.4 The risk of accidental loss and accidental deterioration of the item passes to ALTEN on handover at the place of performance. If acceptance has been agreed, this is decisive for the passing of risk. The statutory provisions of the law on contracts to produce a work also apply accordingly in the event of acceptance. If ALTEN is in default of acceptance, this is equivalent to handover or acceptance.

1.5 In the event of ALTEN being in default of acceptance, the statutory provisions apply. However, the seller must expressly offer ALTEN its service even if a specific or determinable calendar date has been agreed for an action or cooperation of ALTEN (e.g. provision of material). If ALTEN is in default of acceptance, the seller can demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-fungible item to be produced by the seller (custom-made product), the seller is only entitled to further rights if ALTEN undertakes to cooperate and is responsible for the failure to cooperate.

2 Retention of title

2.1 Any processing, mixing or combining (further processing) of the items provided by the seller is done for ALTEN. The same applies if ALTEN further processes the delivered goods so that ALTEN is considered to be the manufacturer and acquires ownership of the product in accordance with the statutory provisions at the latest when the goods are processed.

2.2 The transfer of ownership of the goods to ALTEN must be unconditional and without regard to the payment of the price. However, if ALTEN accepts an offer from the seller to transfer ownership in individual cases, which is dependent on the payment of the purchase price, the seller's reservation of title expires at the latest on payment of the purchase price for the delivered goods. ALTEN remains entitled to resell the goods in the ordinary course of business even before payment of the purchase price, with advance assignment of the resulting claim (alternatively the simple retention of title and the retention of title extended to the resale). All other

forms of retention of title are thus excluded in any case, in particular the enhanced or forwarded retention of title or the retention of title extended to further processing.

3 Defective delivery, obligation to inspect and give notice of defects

3.1 ALTEN's rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly and defective assembly instructions or operating or instruction manuals) and other breaches of duty by the seller are based on the statutory provisions, unless otherwise stipulated below.

3.2 In accordance with the statutory provisions, the seller is liable in particular for ensuring that the goods have the agreed quality at the time that risk passes to ALTEN. In any case, those product descriptions, which – in particular by designation or reference in ALTEN's order – are the subject matter of the respective contract or have been included in the contract in the same way as these GTCPs, are regarded as agreements as to quality. It makes no difference whether the product description comes from ALTEN, the seller or the manufacturer.

3.3 The statutory provisions (Sections 377 and 381 HGB) apply with respect to the commercial duty to inspect and give notice of defects. Insofar as an acceptance procedure has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an investigation can be carried out in the normal course of business, taking into account the circumstances of the individual case. ALTEN's obligation to give notice of defects discovered later remains unaffected. Without prejudice to ALTEN's obligation to inspect, a complaint (notice of defects) is considered to be without delay and timely if it is sent within five (5) working days after discovery or, in the case of obvious defects, after delivery.

3.4 Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods have been installed in another object or attached to another object in accordance with their nature and intended use; ALTEN's legal claim to reimbursement of corresponding expenses remains unaffected. The seller bears the expenses necessary for the purpose of examination and subsequent performance, even if it turns out that there was actually no defect. ALTEN's obligation to pay damages in the event of an unjustified request to rectify defects remains unaffected; however, ALTEN is only liable in this respect if ALTEN recognised or failed to recognise through gross negligence that there was no defect.

3.5 Without prejudice to ALTEN's statutory rights and the provisions of subsection B.3.4 above: If the seller does not fulfil its obligation to provide supplementary performance – at ALTEN's discretion either by eliminating the defect (rectification) or by delivering a defect-free item (replacement) – within a reasonable period of time set by ALTEN, ALTEN may eliminate the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the seller. If subsequent performance by the seller has failed or is unreasonable for ALTEN (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), no deadline need be set; ALTEN will inform the seller of such circumstances without delay, if possible in advance.

3.6 In all other respects, ALTEN is entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, ALTEN is entitled to compensation for damage and expenses in accordance with the statutory provisions.

4 Liability of the manufacturer

4.1 If the seller is responsible for product damage, it must indemnify ALTEN from claims by third parties insofar as the cause lies within its area of control and organisation and it is itself liable in the external relationship.

4.2 Within the scope of its indemnification obligation, the seller must reimburse expenses in accordance with Sections 683 and 670 BGB, which arise from or in connection with a claim by third parties, including a recall action carried out by ALTEN. ALTEN will inform the seller – as far as is possible and reasonable – about the content and scope of recall measures and give it the opportunity to comment. Further legal claims remain unaffected.

C. PURCHASE OF SERVICES UNDER SERVICE CONTRACTS AND CONTRACTS TO PRODUCE A WORK

1 Acceptance

1.1 If the contractual service is to undergo an acceptance procedure, this must be carried out after completion. Partial acceptances do not take place.

1.2 A record of the acceptance is to be drawn up and signed by both parties.

1.3 If the service is not in accordance with the contract and ALTEN therefore justifiably refuses acceptance or if acceptance is subject to the removal of defects to be named in the record, the contractor is required in all cases to provide a service in accordance with the contract without delay and to remove the defects, to inform ALTEN of the expected duration of the removal of defects and to inform ALTEN of the removal of defects after completion of the rectification.

2 Changes in services

2.1 ALTEN may request changes to the content and scope of the services. This also applies to parts already provided and delivered.

2.2 If the changes are not only minor, the contractor will determine the time delays and the additional or reduced expenditure resulting from the desired changes and the parties will agree on a corresponding adjustment of the contract. If the parties cannot reach an agreement, the contractor is entitled to reject the amendment request.

2.3 The contractor may not demand additional remuneration for changes to services for which ALTEN is not responsible.

2.4 The contractor undertakes to inform ALTEN without delay before

- changes in the agreed service provision,
- changes in manufacturing processes, equipment, procedures and materials,
- changes in test procedures/equipment,
- the relocation or establishment of production facilities, and
- the relocation or installation of production facilities on site.

ALTEN will examine whether the planned changes could have adverse effects.

2.5 Deviations of the contractor from the agreed performance to be rendered can only be approved by an express written declaration of the Client. Otherwise, deviating offers are deemed to be rejected.

2.6 All changes to the performance must be regulated in a written supplementary agreement before the start of the performance, in which the additional or reduced remuneration and any changes to the schedule must be recorded.

3 Liability

3.1 When a service contract or a contract to produce a work is concluded, the contractor is liable without limitation in accordance with the provisions of the German Civil Code.

3.2 The contractor is also liable for all damage caused by its employees to ALTEN in accordance with the statutory provisions.

3.3 Careful selection and instruction of employees does not open up the possibility of exculpation under the second sentence of Section 831(1) BGB.

4 Employees of the contractor, no right to issue instructions, work equipment

4.1 The contractor undertakes the activities described in the individual purchase order or the production of the work agreed in the individual purchase order, as an independent contractor. The contractor does not have to provide the service personally; it may use its own, sufficiently qualified personnel for this purpose.

4.2 The contractor is not bound by instructions from ALTEN in the fulfilment of its orders, i.e. in particular in the organisation of the place of work and working hours and in the manner in which the orders are performed. Normally the place of activity is the contractor's registered office, not ALTEN's. The contractor is also not entitled to issue instructions to ALTEN's employees.

4.3 The contractor may only employ qualified personnel for the proper and timely performance of the contract. If employees of the contractor have to be replaced for personal reasons through no fault of their own, the contractor may not derive any missed deadlines or claims for compensation from this.

4.4 If the ordered service is not performed on the site or in the premises of the contractor, the contractor undertakes to ensure that the applicable house rules and safety regulations are observed by its employees and that they also follow the internal directives of ALTEN or the main client, i.e. the Client's customer. In the event of breaches and violations of this provision, ALTEN or the main client is entitled to expel the relevant employees of the contractor from their premises and to demand that the contractor deploy other employees.

4.5 Employees of the contractor may only enter the site or premises of ALTEN or the main client in order to carry out the ordered service. Persons who are not deployed by the contractor to perform the ordered service are not allowed to enter.

4.6 The contractor will provide the work materials and auxiliary materials required for the implementation of the project. Special project-related features are agreed in the individual orders.

4.7 The use of ALTEN's or the main client's facilities by employees of the contractor requires the express consent of ALTEN or the main client.

5 Property rights

5.1 The contractor guarantees that no third-party rights are infringed in connection with its services.

5.2 If ALTEN is held liable by a third party for an alleged infringement of property rights by or in connection with the services of the contractor, ALTEN will inform the contractor without delay of the assertion of these claims. The contractor is required to indemnify ALTEN against these claims on first written request and to take over defence of the claims at its own expense; ALTEN is not entitled to make any agreements with the third party – without the contractor's consent – with regard to the claims asserted, in particular to conclude a settlement. ALTEN will provide the contractor with the information required to defend against the claims, insofar as ALTEN has this information at its disposal. If the contractor does not take reasonable measures to defend against such claims, ALTEN is entitled to take defensive measures itself. ALTEN will be reimbursed by the contractor for the costs incurred in this connection, unless these costs are already reimbursed by third parties.

5.3 The contractor's indemnification obligation relates to all expenses necessarily incurred by ALTEN as a result of or in connection with the action for alleged infringement of property rights by a third party as defined in subsection C.5.2.

6 Information requirements / Quality management

6.1 At ALTEN's request, the contractor will allow ALTEN to sight the available work results at any time and will provide any other information required for information purposes and will grant ALTEN's representatives access to the premises where the ordered service is provided at any time during the contractor's normal working hours.

6.2 Quality standards for individual orders
Before the contractor begins to execute individual orders, it must enquire with the Client about the quality standards required for the respective project. These are an integral part of the individual contract and must be observed by the contractor. If special quality standards are expressly waived, at least the standards customary in the respective industry, and at least the statutory provisions must be complied with. The contractor is required to check the performance being rendered by means of suitable inspections and tests for compliance with the above quality standards and to prepare written reports on this, which are to be kept and made available to the Client on request. If the contractor does not have one, the introduction and further development of a quality management system under ISO 9001 or EN 9100 is recommended.

6.3 Environmental protection
The contractor undertakes to comply with the applicable environmental protection regulations and to avoid adverse effects on people and the environment during the performance of the work. If the contractor does not have one, the introduction and further development of an environmental management system under ISO 14001 is recommended. Before the contractor begins to execute individual orders, it must enquire with the Client about the environmental standards required for the respective project. These are an integral part of the individual contract and must be observed by the contractor. If specific environmental standards are expressly waived, at least the standards customary in the respective industry, and at least the statutory provisions must be complied with. The contractor is required to check performance being rendered by means of suitable inspections and tests for compliance with the above environmental standards and to prepare written reports on this, which are to be kept and made available to the Client on request.

6.4 Self-disclosure
The contractor will provide the Client with information on quality assurance and environmental management in the form of self-disclosure prior to the implementation of projects. In the event of changes to the information provided, the contractor is required to inform the Client of these changes in writing without delay.

6.5 Work in the premises of the Client
Insofar as the contractor carries out work on the premises of the Client/main client (ALTEN's end customer), it will comply with the relevant safety and accident prevention regulations and environmental regulations of the Client/main client and take into account any wishes of the Client/main client regarding behaviour on the premises. Both the Client and the contractor undertake to implement safety instructions.

6.6 Quality audits
The Client or a third party commissioned by the Client has the right to carry out quality audits on the premises of the contractor and in particular to check compliance with the quality assurance measures described in this subsection 5.3 and to sight associated documentation.

6.7 The Client's authorised employees and representatives of public authorities or their agents may access, at any time during normal business hours, all business premises where work is carried out for the Client, irrespective of whether these are the business premises of the contractor or its subcontractors, and may sight all order-related documents for auditing purposes or to check statutory or contractual requirements. This right of access during visits must be granted in particular to all persons authorised by the Client who are responsible for monitoring the progress of the work commissioned by the Client from the contractor and for conducting the related audits or studies or for qualification of the contractor.

6.8 In corresponding application of the previous paragraph of this agreement, representatives of the Client's customers may access, at any time during normal business hours, all business premises where work is carried out for the Client, if and to the extent that the Client consents.

6.9 When executing orders, the contractor must comply with the provisions of the Act on Combating Undeclared Employment and occupational health and safety legislation as amended. In addition, the contractor is required to pay the minimum wage in accordance with the relevant statutory provisions and collective bargaining provisions where applicable. The contractor is required to tolerate suitable random checks by the Client to verify compliance with the above legal provisions and to provide appropriate evidence on request.

6.10 Compliance

The contractor undertakes to comply with the relevant statutory regulations on the treatment of employees, environmental protection and occupational safety and to work to reduce the negative effects of its activities on people and the environment. The contractor undertakes to observe ALTEN's compliance requirements, in particular the current version of the Code of Conduct, which can be found at <https://www.alten-germany.de/en/about-us/>.

In the event that the contractor behaves unlawfully repeatedly and/or despite appropriate notification and does not prove that the infringement has been largely remedied and that appropriate precautions have been taken to avoid future infringements, the Client reserves the right to withdraw from existing contracts or to terminate them without notice.

7 Customer protection clause

7.1 During the term of this agreement and for a period of six (6) months after it comes to an end, the contractor undertakes not to work for the main client, i.e. the Client's customer, either directly or indirectly through intermediaries. Irrespective of whether an order comes into effect, this obligation applies for six (6) months after the presentation of the proposed project (i.e. the proposed order), irrespective of who was party to the presentation or who initiated the presentation, or for six (6) months after an order comes to an end. This does not apply if the contractor can prove that it had already processed orders to a considerable extent before the parties' cooperation with this customer.

7.2 The contractor undertakes to pay a contractual penalty of €10,000.00 for each case of infringement, without the ability for a series of continued infringements to be treated as a single infringement. If the infringement is continued on the part of the contractor despite a written warning by the Client, a further contractual penalty of €10,000.00 must be paid for each further month of infringement commenced.

7.3 The right to assert further damages remains unaffected.

8 Enticement clause, contractual penalty

8.1 The contractor undertakes not to entice away employees of ALTEN and other persons contractually associated with ALTEN who are involved in the provision of services or the production of a work in the context of order processing, as well as employees of the end customer for its own company or third parties and not to support such enticement activities. This obligation to refrain from enticement applies for the entire duration of the project and for one (1) year after the end of the project.

8.2 Enticement is defined as any direct or indirect influence on an employee of ALTEN or other person contractually associated with ALTEN, with the aim of establishing a new employment relationship or entering into a service contract or contract to produce a work with the contractor or a third party.

8.3 For each case of culpable infringement, the contractor undertakes to pay a contractual penalty of €30,000.00.

9 Term and termination provisions

9.1 The contractual relationship ends automatically once the project has been implemented (completion of the project, occurrence of the objective to be achieved by the specifically commissioned service), at the latest, however, upon the expiry of the binding performance period. The admissibility of ordinary termination in accordance with Section 621 BGB and the exercise of the right of termination by the purchaser in accordance with Section 648 BGB remains unaffected. The right of both parties to extraordinary termination for good cause (see subsection C.9.3) also remains unaffected. The provisions of sections A.4 to A.6, A.8, A.10, A.11, C.3, C.5 to C.8 continue to apply even after the contractual relationship comes to an end.

9.2 In the event of termination of the order by the main client, the Client may terminate the respective individual contract or, in the absence of other projects suitable for the contractor, any framework agreement with the statutory period of notice under Section 621 BGB. In the case of a contract to produce a work, the purchaser's right of termination in accordance with Section 648 BGB remains unaffected.

9.3 ALTEN is entitled to extraordinary termination for good cause, in particular if

- the fulfilment of the project/order becomes impossible in law or in fact for reasons beyond ALTEN's control,
- the contractor's operating licence is withdrawn,
- the contractor does not fulfil an essential contractual obligation within a reasonable period of time despite prior reminder, or
- the fulfilment of the project/order is at risk due to a deterioration of the contractor's financial situation. A deterioration of the contractor's financial situation is deemed to exist in particular if the contractor is repeatedly in default with its payments for more than ten (10) days or if an enforcement attempt has been unsuccessful.

Section 648a BGB remains unaffected by this. In all other respects, the statutory provisions apply in the event of termination.