

A.
General Terms and Conditions
for Work
(“General T&Cs Work”) status 07/2023

1. Scope / Principal’s differing terms and conditions

- 1.1 These General Terms and Conditions for Work (hereinafter referred to as **General T&Cs Work**) apply to SPIE Deutschland & Zentraleuropa GmbH, Balcke-Dürr-Allee 7, 40882 Ratingen, and all its affiliated companies within the meaning of Sections 15 et seq. AktG [German Stock Corporation Act] (the company respectively concluding the contract is hereinafter referred to as **“we”/“us/ourselves”**).
- 1.2 These General T&Cs Work apply exclusively to companies within the meaning of Section 14 *Bürgerliches Gesetzbuch (BGB)* [German Civil Code] (hereinafter referred to as **“Principal”**) i.e. natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities.
- 1.3 Business relations with our Principal concerning work as well as related information and advice (hereinafter collectively referred to as **“Services”**) shall be governed exclusively by our General T&Cs and any individual contractual agreements made with the Principal. Differing General Terms and Conditions of the Principal shall only apply if and to the extent that we expressly recognise them in writing. Our silence regarding such differing General Terms and Conditions shall not be deemed to be recognition or consent, and this shall also apply to future contracts. Where our General T&Cs are implemented in business with the Principal, they shall also apply to all further business relations of the same kind between the Principal and ourselves, unless otherwise expressly agreed in writing.
- 1.4 Our General T&Cs Work shall apply in place of any General Terms and Conditions of the Principal, also where, according to such Terms and Conditions, acceptance of an order is deemed to be the unconditional recognition of the General Terms and Conditions or we perform after the Principal has indicated the validity of the Principal’s General Terms and Conditions, unless we have expressly waived the validity of our General T&Cs Work in writing.
- 1.5 *Where and insofar as the object of our Services is construction work under a construction contract within the meaning of Sections 650a BGB et seq., the **“Additional Terms and Conditions for Construction Work under a Construction Contract”** printed under B. at the end of these General T&Cs Work shall additionally apply.*

2. Information / Documents / Properties of the Services

- 2.1 Information and advice prior to entering into a contract regarding our Services shall be provided solely on the basis of our experience to date. Values specified in this context shall be deemed average values, unless otherwise agreed.
- 2.2 Reference to standards, similar technical regulations and technical information, descriptions and illustrations of the Services to be provided in quotations and brochures and our

advertising shall not constitute a property of our Services, unless otherwise specified.

- 2.3 Drawings, calculations, verifications of calculations, cost estimates and / or other comparable documents may neither be reproduced nor made accessible to third parties without our consent. They must be returned to us immediately if the order is not placed.

- 2.4 We shall only be deemed to have given a guarantee if we have designated a property and/or contractual performance in writing as *“guaranteed by law”*.

- 2.5 We reserve the right to make changes in design, shape and colour, which are based on an improvement in technology required by the legislator or official requirements, if the changes are customary in the industry, are not significant or otherwise unreasonable for the Principal.

3. Conclusion of the contract / Performance risk / Changes

- 3.1 Our quotations are subject to change and not binding, unless they were identified as binding. If the Principal places an order based on quotations subject to change, a contract shall be concluded, also in day-to-day business, only by our written order confirmation. In all other cases, the contract shall be concluded by execution of the service. If an order confirmation is provided by us, this alone shall govern the content of the contract, in particular the scope of the Services.

- 3.2 The assumption of a performance risk (in the sense of a procurement risk pursuant to Section 276 of the German Civil Code (BGB)) does not lie solely in the assumption of the obligation to perform the services.

- 3.3 The Principal can request changes to the content and scope of the Services. We shall, if the changes are not only insignificant and reasonable for us, determine the delays arising and the additional cost as a result of the requested changes and shall notify them to the Principal. We shall then agree on a corresponding contractual adjustment with the Principal. If we do not reach an agreement with the Principal, we shall have the right to reject the Principal’s change request. We shall only be obliged to carry out changes in Services if these have been laid down before the start of execution in a written supplementary agreement, in which the additional remuneration and any changes in timing (see paragraph 4.3) are also to be recorded.

4. Service times / Default

- 4.1 Binding service and completion dates must be agreed expressly and in writing as binding. A fixed-date transaction shall only exist if we have expressly confirmed such transaction in writing or the legal requirements for a fixed-date transaction are met.

- 4.2 Service periods shall not begin before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the Principal are met, in particular agreed advance payments or obligations to cooperate have been made respectively provided in full. This shall apply to completion dates.

- 4.3 If the Principal has requested changes after placing the order, a new service period shall begin upon agreement of the change. In the above case, agreed service and completion dates shall be extended by the period required from an objective point of view to implement the change, unless otherwise agreed in writing.
- 4.4 The Principal's interest in our service shall not apply in the event of default in service in the absence of other written agreement only if we do not perform material parts or do so with delay. We shall not be in default as long as the Principal is in default in fulfilling obligations or cooperation towards ourselves; this shall also include such obligations or cooperation under other contracts.
- 4.5 If performance of a service is delayed or interrupted at the Principal's request or for reasons, for which the Principal is responsible, we shall be entitled, beginning upon expiry of the period set in the written notice of readiness for performance, to carry out storage and to invoice the costs incurred for this at 0.5% of the net invoice amount of the stored products for each full month or part thereof, unless a different remuneration has been agreed with us for storage. The assertion of further rights shall remain unaffected. The right is reserved for the Principal to prove that no costs or substantially lower costs were incurred.
- 5. Delivery subject to own receipt of delivery / Force majeure and other obstructions**
- 5.1 If we do not receive deliveries or services from our suppliers required to provide the service which is due from us under the contract, despite proper and timely conclusion of a corresponding delivery contract with the supplier, for reasons for which we are not responsible, or they are incorrect or not in due time or events of force majeure occur, we shall notify our Principal in due time in writing or text form. In such case, we shall have the right to postpone the service for the duration of the obstruction or to rescind the contract in whole or in part for the part not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a performance risk. Events of force majeure are: strikes, lockouts, war, official intervention, epidemics and pandemics and their unforeseeable effects, energy shortages and shortages of raw materials, cyber attacks, transport bottlenecks through no fault of our own, company obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not culpably caused by us.
- 5.2 If a service or completion date is agreed with binding force and the agreed service or completion date is exceeded by more than 2 months due to events according to paragraph 5.1, the Principal shall have the right, after a reasonable grace period has elapsed without effect, to rescind the contract for the part not yet fulfilled, if the Principal cannot be objectively expected to adhere further to the contract. Further claims of the Principal, especially damage claims, shall be excluded in such case.
- 5.3 The above provision pursuant to paragraph 5.2 shall apply accordingly if a customary service period was exceeded for the reasons stated in paragraph 5.1, even without contractual agreement of a fixed service or completion date.
- 6. Acceptance of work**
- 6.1 Acceptance shall take place after examination of the service performed. For this purpose, we and the Principal shall draw up an acceptance protocol to be signed by both parties after performance of the agreed work, unless otherwise agreed in writing.
- 6.2 Subject to differing written agreement, the Principal shall be obliged, at the latest after performance of our Services in full, to examine our Services and to declare acceptance of our Services in writing within a reasonable period set by us.
- 6.3 Services shall be deemed accepted if they are ready for acceptance and the Principal has not declared acceptance, despite our written request setting a reasonable period, or puts our Services into operation and/or uses them for a period of more than 14 days.
- 6.4 Upon request, self-contained parts of the service shall be specifically accepted.
- 6.5 Section 640 BGB shall additionally apply.
- 7. Warranty**
- 7.1 We warrant that the work corresponds to the agreed set of specifications and is free from defects at the time of acceptance. If this is not the case, the Principal shall be entitled, at our option, to remedy of the defect or new production of the work.
- 7.2 If, after written notice of defects with the setting of a time limit by the Principal and after expiry of an appropriate grace period, we do not succeed in remedying a defect, the Principal can, if the value or suitability of the service is limited, at the Principal's option, request reduction of the price or cancellation of the contract. Rescission of the contract shall, however, be excluded in the case of insignificant faults or deviations. Apart from this, Art. 9 (exclusion and limitation of liability) shall apply.
- 7.3 The warranty period for work is one year from acceptance (see Art. 6). This shall not apply to damage claims resulting from a guarantee, from the assumption of a procurement risk, due to injury to life, limb or health, intentional, grossly negligent or fraudulent act and in the case of construction work under a construction contract (see Section B, paragraph 10.1.).
- 8. Prices / Payment terms / Retention of title**
- 8.1 All our prices are in principle quoted in EUROS and exclude value added tax which shall be borne by the Principal at the respective legally valid rate.
- 8.2 We shall invoice according to the progress of performance, unless otherwise stipulated in the individual contract.
- 8.3 We shall have the right at our reasonably exercised discretion (Section 315 *BGB*, subject to judicial review according to Section 315 (3) *BGB*) to increase the prices for our Services unilaterally where production costs, material costs and/or procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to legal requirements, environmental

charges, currency regulations, changes in customs duties and/or other public charges increase if these have a direct or indirect impact on the costs of our contractually agreed Services and increase by more than 5% and if more than 2 months elapse between conclusion of the contract and service. An increase as mentioned above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the above-mentioned factors with respect to the overall cost burden for the service (cost balancing). If above-mentioned cost factors are reduced, without the reduction in costs being set off by the increase in cost factors other than those mentioned above, the reduction in costs shall be passed on to the Principal through a price reduction. If the new price based on our right to adjust prices as stated above is 25% or higher than the original price, the Principal shall have the right to rescind contracts not yet executed in full with respect to the part of the contract not yet fulfilled. The Principal can, however, assert this right only immediately after notification of the increased remuneration.

8.4 Our invoices are payable within 10 days of provision of the Services and receipt of the invoice without any deduction (e.g. cash discount), unless otherwise agreed in writing. The date payment is received by us or credited to our account shall be deemed the payment date.

8.5 If payment terms are not met or circumstances known or recognisable that, in our proper commercial judgment, give rise to justified doubt as to the Principal's creditworthiness, also including such facts that already existed when the contract was concluded but which were unknown to us or did not have to be known to us, we shall have the right, notwithstanding further statutory rights in such cases, to cease further work on current orders and to require advance payments or the provision of appropriate securities for Services still outstanding and, after a reasonable grace period for provision of such securities has elapsed without effect, to terminate the contract without notice, irrespective of other statutory rights. The Principal shall be obliged to compensate us for all damage incurred by failure to execute the contract and to remunerate us for Services already performed. Sentence 2 and 3 of Section 648 *BGB* shall apply accordingly.

8.6 The Principal shall have a right of retention or right of set-off only with respect to those counterclaims that are not disputed or have been recognised by declaratory judgment. The Principal can exercise a right of retention only if the Principal's counterclaim is based on the same contractual relationship.

8.7 We shall retain title to our Services until payment is made in full.

9. Liability / Exclusion and limitation of liability

9.1 Subject to the exceptions specified below, we shall not be liable in the case of breach of duty arising from the contractual obligation, in particular not for claims by the Principal for damages or reimbursement of expenses, for whatever legal reason.

9.2 The above exclusion of liability pursuant to paragraph 9.1 shall not apply

- a) in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;
- b) in the case of violation of material contractual obligations; "material contractual obligations" are obligations, the fulfilment of which defines the contract, and on which the Principal may rely;
- c) in the event of injury to life, limb and health, also caused by legal representatives or vicarious agents;
- d) in the case of default if a fixed-date service and/or fixed-date completion was agreed;
- e) where we have assumed a guarantee for the quality of our service or the existence of a contractual performance or have assumed a contractual performance;
- f) in the case of liability under the *Produkthaftungsgesetz* [German Product Liability Act] or other mandatory statutory liability.

9.3 If we or our vicarious agents are responsible only for slight negligence and none of the cases specified in c), e) and f) of paragraph 9.2 above exist, we shall be liable, in the case of violation of material contractual obligations as well, only for damage typical for the contract and for foreseeable damage.

9.4 Exclusion respectively limitation of liability pursuant to paragraphs 9.1 to 9.3 above shall apply to the same extent for the benefit of our bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.

9.5 Claims by the Principal for damages arising from this contractual relationship can be asserted only within a preclusion period of one (1) year as of commencement of the statutory period of limitation. This shall not apply if we are culpable of fraudulent intent, intent or gross negligence as well as in the case of construction work under a construction contract (see Section B, paragraph 10.1) and in the cases pursuant to paragraph 9.2 (b) - (f).

9.6 There is no connection between the reversal of the burden of proof and the foregoing provisions.

10. Rights of use

10.1 We grant the Principal an irrevocable, non-exclusive right of use, unlimited in terms of time and place, to all work results, if they are subject to copyright protection, created within the scope of the activities for the Principal, for any use by the Principal.

10.2 All concepts, planning or other engineering services provided, created or used by us as part of the Services as well as the skills, capabilities and methods contributed by us shall remain with the corresponding rights solely with us. We grant the Principal a non-exclusive right of use thereto in this respect only insofar as this is necessary to use our Services.

10.3 A right of use granted by us can be transferred to third parties only with our prior written consent. The granting of sub-licences, the provision of the work results to third parties for a period of time or making them available in any other way shall also require our prior written consent.

10.4 We shall retain title and copyrights to illustrations, drawings,

indications of weight and dimension, performance and other property specifications, estimates of cost and other documents about our Services. The Principal undertakes not to make the documents specified in the foregoing sentence accessible to third parties, unless we give our express written consent.

11. Principal's obligations to cooperate

11.1 The Principal shall specify a contact partner to us, who can make binding decisions for the Principal during the execution of the contract and shall be available to exchange necessary information. Necessary decisions of the Principal are to be brought about by the contact partner without delay and documented by the parties jointly in writing, if possible immediately thereafter.

11.2 The Principal shall support us, if necessary, in providing our Services, in particular shall create all conditions in the Principal's operating sphere which are necessary for the proper execution of the contract and shall help to ensure that we can begin the Services on time in each case and perform them without obstruction and interruption.

11.3 In particular, the Principal shall make available to us, if required for the delivery or provision of the service, free of charge and in due time: unrestricted access to the place of performance, provide the current plans, operating data, safety instructions, functioning transmission and communication equipment as well as other necessary information and documents relating to performance; auxiliary equipment not provided by us and necessary for performance; electricity, water, sanitary facilities, parking facilities; authorisations and other permits required for performance and not expressly due from us. In the case of stored program systems, the Principal shall be obliged in particular to notify user data with binding effect in due time prior to commencement of performance. If the Services are also provided at the Principal's premises, the Principal shall provide us with suitable workplaces and, after consultation, work equipment for use in the execution of the contract.

11.4 If the Principal commissions other contractors, the Principal shall take over the coordination for all work. If preparatory works by other contractors are necessary for our service, the Principal shall ensure that we can commence our service on time on the contractually agreed date.

11.5 The cooperation to be provided by the Principal constitutes real obligations and not only mere incidental obligations. If and insofar as the Principal does not provide the services owed by the Principal, does not do so in due time or not as agreed and this impacts on our performance or our Services are obstructed or interrupted, we shall be released from the obligation to perform the service concerned. We shall notify the Principal of such cases in writing. Execution periods and contract periods shall be extended by the period of obstruction, with a supplement for resumption of the work and any postponement to a less favourable time of the year, if we are not responsible for the obstruction, especially in the case of the Principal's fault, failure to provide cooperation, in the case of fault of other contractors that were commissioned by the Principal, in the event of force majeure (see paragraph 5.1 of these General T&Cs Work) and climatic influences, which we would not have expected when the order was placed. If we incur additional costs as a

result of an obstruction, for which we are not responsible, we shall have the right to invoice such additional costs. Art. 8 of these General T&Cs Work shall apply accordingly. Paragraph 4.5 of these General T&Cs Work shall apply to costs of any storage.

12. Confidentiality / Data protection

12.1 The Principal undertakes to keep confidential all facts, documents and knowledge, which the Principal becomes aware of in the course of performing the business relations with ourselves and which contain technical, financial, business or market-related information about our company, if we have designated the respective information as subject to confidentiality or we have an obvious interest in its confidentiality (hereinafter collectively referred to as Confidential Information). The Principal shall use the Confidential Information solely for the purpose of implementing and performing the contractual relationship with ourselves according to the contract and the individual contracts based thereon.

12.2 Disclosure of Confidential Information to third parties by the Principal shall require our express and prior written consent.

12.3 There shall be no obligation to maintain confidentiality pursuant to paragraph 12.1 if it is proved that the respective Confidential Information:

- a) is or becomes generally known without any action on the part of the Principal; or
- b) was already known to the Principal or is disclosed by a third party authorised to do so; or
- c) is developed by the Principal without any action on our part and without exploitation of other information or knowledge acquired through the contractual contact; or
- d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.

12.4 The parties shall process personal data in compliance with the respectively applicable provisions on data protection, especially Regulation (EU) 2016/679 (General Data Protection Regulation).

12.5 In respect of the Principal's personal data, we shall observe the relevant statutory data protection regulations. Personal data of the Principal shall be collected, stored, processed and used by us if, when and as long as this is necessary to establish, perform or terminate the contract with the Principal. Further collection, storage, processing and use of the Principal's personal data shall only take place if legislation requires or permits this or the Principal has consented to this. The Principal is aware that the collection, processing and use of the contact data of the Principal's contact partners (name, e-mail addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the Principal. We have the right in particular to transfer the data to third parties if and when this is necessary to take measures prior to entering into a contract and to fulfil the contract (e.g. for delivery, invoicing or customer service) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR. Furthermore, we shall also forward such data to third parties (e.g. debt collection agencies), if necessary, for the purpose of enforcing claims according to Art. 6 (1) b) and/or f) GDPR.

12.6 Our privacy policy is available at: <https://spie.de/footer-dt/datenschutzhinweise-fuer-kunden-geschaeftpartner-und-interessenten>.

13. Place of performance / Place of jurisdiction / Applicable law

13.1 Place of performance for all contractual obligations is our company's registered office except where an obligation to be performed at the Principal's place of business is assumed.

13.2 We have the right at any time to transfer the rights and obligations hereunder in part or in their entirety to affiliated companies within the meaning of Sections 15 et seq. *AktG*.

13.3 All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to waiver of the written form requirement. If these General T&Cs Work require the written form, this shall also be maintained by transmissions using telefax or email, digital/electronic signatures and signatures (e.g. DocuSign). The precedence of an individual agreement (Section 305b *BGB*) shall remain unaffected.

13.4 Any disputes shall be settled exclusively before a competent court of law at the location of our registered office. We shall also have the right, however, to bring an action against the Principal at the Principal's place of general jurisdiction.

13.5 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Principal and ourselves, to the exclusion of the UN Sales Convention (CISG).

SPIE Deutschland & Zentraleuropa GmbH

B.
Additional Terms and Conditions
for Construction Work
under a Construction Contract

1. Scope

These Additional Terms and Conditions for Construction Work (hereinafter referred to as “**Additional Terms and Conditions Construction**”) apply in addition to the foregoing General T&Cs Work if, according to our quotation or our order confirmation, construction work is due under a construction contract within the meaning of Sections 650a et seq. *BGB*. In the event of inconsistencies between the General T&Cs Work and these Additional Terms and Conditions Construction, the Additional Terms and Conditions Construction shall take precedence.

2. Contractual bases

2.1 The contractual bases are the documents listed in our quotation or order confirmation as well as generally accepted technical rules and standards, all relevant trade and fire regulations, all public law provisions on environmental protection and occupational health and safety, accident prevention regulations, all regulations of the institution for statutory accident insurance and prevention, in each case as amended at the time of submission of our quotation.

2.2 In the case of inconsistencies between the contractual bases or within a contractual basis, the more specifically described version shall prevail in case of doubt. An inconsistency as defined above shall not exist if a contractual basis supplements or definitively defines another contractual basis.

3. Representation of the Principal and contractor

3.1 The Principal shall appoint an authorised representative for the execution of the construction project (e.g. a construction or project manager) who shall have the right to give instructions that are required for the technically and timely proper execution of the construction work and is authorised to receive all declarations relevant to the contract. This shall also apply to such declarations resulting in an amendment of or supplement to the contract.

3.2 We shall appoint a responsible construction manager or other authorised representative who shall be authorised hereunder to make and accept legally binding declarations within the scope of the powers granted to him/her.

4. Execution of service / Risk relating to ground and subsoil conditions

4.1 The service to be executed shall be determined, unless otherwise agreed, in terms of type and scope exclusively by the order accepted by us based on the respective set of specifications.

4.2 The risk relating to ground and subsoil conditions i.e. the risk of a difference in the soil and water conditions actually found from the expected conditions lies with the Principal. Basis for the soil and water conditions to be expected are

the recognisably to be expected ground and subsoil conditions, especially according to any ground and subsoil investigations carried out by the Principal and/or information on the subsoil. Should other conditions actually arise and/or become known after conclusion of the contract, we shall be entitled to a change in performance and adjusted remuneration as well as any adjustment of the contractually agreed dates.

Notwithstanding other statutory duties to provide information, we shall inform the Principal in writing without delay about the identification or suspicion of environmental liabilities, weapons or archaeological finds and shall leave the site of the find untouched, if possible. If the existence of weapons, environmental liabilities or archaeological finds leads to a delay in our service and or additional costs for us, we can assert a claim for extension of the service time and/or a claim for reimbursement of costs.

5. Changes in services

Paragraph 3.3 of the foregoing General T&Cs Work shall not apply. Statutory provisions according to Sections 650b et seq. *BGB* shall apply to changes in services by the Principal.

6. Principal's obligations to cooperate

6.1 The Principal must deliver to us all contract documents necessary for execution of the construction work (e.g. plans, drawings, samples, calculations, technical descriptions, official permits etc.) within an appropriate period prior to commencement of execution with a corresponding release note. We shall have an obligation neither to inspect nor warn with regard to such documents. The completeness and accuracy of such documents lies exclusively within the Principal's sphere.

6.2 The Principal shall provide necessary data storage devices or data platforms free of charge in the physical and organisational interface format agreed in the quotation. The Principal shall be responsible for the data storage devices or platforms delivered to us (e.g. CD-ROMs, USB sticks, email attachments, cloud etc.) being virus-free.

6.3 The Principal must obtain the required public-law permits and authorisations, e.g. according to planning and building law, road traffic law, water legislation, trade and industry law, at the Principal's expense for our construction work, unless otherwise expressly agreed.

6.4 The provision of a suitable, developed property or property ready for development shall be incumbent upon the Principal alone, unless otherwise expressly agreed.

6.5 The Principal must ensure that the construction site can be continuously accessed unhindered by suitable access roads until acceptance.

6.6 The Principal shall be obliged to inform us about required passwords and network addresses for IT relevant to the execution of the order before the start of construction.

6.7 The Principal shall be obliged to ensure that the construction site is free from parts of buildings, trees and other obstructions in the construction area until acceptance

has taken place, that it can be approached by heavy construction vehicles up to the construction excavation during the construction period and that it has sufficient storage facilities for excavated soil and material.

6.8 The Principal shall be obliged to make a suitable, lockable room available to us free of charge for materials, equipment and machinery as well as sanitary facilities and premises for changing facilities.

6.9 The Principal shall be obliged to ensure that our delivery items and work materials as well as those of our vicarious agents are protected against theft and damage in the Principal's above-mentioned premises outside the contractually agreed working hours until acceptance has taken place.

6.10 The Principal shall be obliged to provide electricity and water for the construction work free of charge.

6.11 Prior to commencement of construction, the Principal shall be obliged to instruct us about the construction site and the premises and the entire complex and expressly point out potential sources of danger. If cutting, welding, thawing and/or soldering work and the like are envisaged, the Principal shall be obliged, prior to commencement of construction, to point out any dangers known to the Principal that are connected with the work (e.g. fire hazard in rooms, storage of valuable goods in adjoining rooms, construction materials and other materials at risk from fire, danger to life and limb of persons etc.).

6.12 Furthermore, the obligations to cooperate in Art. 11 of the foregoing General T&Cs Work shall apply to work without restriction.

7. Incidental expenses

7.1 Costs of electricity, water and sanitary facilities required for our performance shall be borne by the Principal.

7.2 Further incidental expenses (such as site office including furnishing, lighting and heating) can be charged by us after separate commissioning with itemised proof.

8. Construction all risks insurance

The Principal must enter into a construction all risks insurance at the Principal's expense for the execution of the construction project.

9. Acceptance

9.1 If the Principal refuses acceptance, specifying defects, the Principal must cooperate at our request in jointly determining the condition of the work (Section 650g *BGB*).

9.2 In addition, Art. 6 of the foregoing General T&Cs Work shall apply to work without restriction.

10. Warranty period

10.1 By way of derogation from paragraph 7.3 of the foregoing General T&Cs Work, the statutory period of limitation pursuant to Section 634a (1) No 2 *BGB* shall apply.

10.2 In addition, Art. 7 of the foregoing General T&Cs Work shall apply to work without restriction.

11. Rights of use

11.1 Paragraph 10.1 of the foregoing General T&Cs Work shall apply, provided that an exclusive right of use is transferred to the Principal.

11.2 Paragraph 10.3 of the foregoing General T&Cs Work shall not apply.

11.3 In addition, Art. 10 of the foregoing General T&Cs Work shall apply to work without restriction.

SPIE Deutschland & Zentraleuropa GmbH