

**General Terms and Conditions (GTC)**  
**Geo Ingenieurservice (as of August 2021)**

**§ 1**

**General - Scope**

- (1) These General Terms and Conditions apply to all present and future deliveries and services to Geo Ingenieurservice Nord-Ost GmbH & Co. KG, Geo Ingenieur Team GmbH and to Geo Ingenieurservice Nord-West GmbH & Co. (hereinafter referred to as "Principal") towards the service provider / supplier / contractor (hereinafter referred to as "Contractor").
- (2) Deviating, conflicting or supplementary general terms and conditions of the Contractor, even if known, shall not become part of the contract, unless their validity is expressly agreed to in writing by the Principal.
- (3) These General Terms and Conditions do not apply to consumers within the meaning of Sect. 13 BGB (German Civil Code).

**§ 2**

**Offer and conclusion of the contract**

- (1) The Contractor must adhere exactly to the Principal's request for quotation and explicitly point out any deviations.
- (2) Offers of the Contractor shall be made free of charge. Cost estimates of the Contractor shall only be remunerated upon special agreement.
- (3) Purchase orders of the Principal shall be placed by e-mail or in writing. Verbal subsidiary agreements shall only be valid if they are confirmed in writing by the Principal. Unless otherwise stated in the purchase order, it shall be confirmed unconditionally and in writing by the Contractor within ten working days.

**§ 3**

**Quality, execution and scope of services**

- (1) The Contractor shall maintain an appropriate occupational health and safety, environmental protection and quality management system as well as compliance guidelines. The Principal and third parties commissioned by it shall be entitled to conduct quality audits at the Contractor's premises.
- (2) The Contractor is obliged to comply with all technical regulations (e.g. DIN regulations) issued by legislators and other regulatory institutions that are relevant for the respective services. The Contractor shall be obliged to familiarize itself of the external circumstances, in particular of the location where the services are to be performed, before submitting its offer.
- (3) The Contractor shall check the purchase order, all documents pertaining to the purchase order as well as subsequently transmitted documents or content-related specifications of the Principal for errors, ambiguities or unsuitability immediately after transmission. If the Contractor has reservations about the intended type of execution or about the performance of other contractors, it shall notify the Principal of these reservations without delay in writing and stating the reasons, if possible, prior to execution, and submit proposals for changes,

insofar as these affect the Contractor's scope of the purchase order. The Principal's consent to documents or work of the Contractor shall not release the Contractor from its liability for the correctness and usability of the documents prepared by it and its deliveries and services.

(4) The Contractor is obliged to comply with all occupational health and safety measures prescribed by legislators, supervisory authorities, employers' liability insurance associations and other regulatory institutions for the respective services (e.g. Occupational Health and Safety Act, Industrial Safety Ordinance, Workplace Ordinance, Hazardous Substances Ordinance, employers' liability insurance association regulations with rules, regulations and information) when carrying out the work. This includes, if necessary, the preparation of risk assessments for the activities to be carried out. The Contractor undertakes to inform the Principal comprehensively in writing about industrial accidents and environmental damage regarding the execution of the contract (including clarification of the cause). At the Principal's request, key figures relating to HSE (Health, Safety and Environment) shall be provided annually.

#### **§ 4**

##### **Performance changes**

(1) If changes or extensions of the scope of services become necessary, the Contractor shall notify the Principal thereof immediately in writing or by e-mail. Their implementation shall require the Principal's consent. If the Principal requests changes or extensions to the scope of services, the Contractor shall immediately review the technical effects as well as the scheduling and cost consequences and notify the Principal in writing, at the latest within 14 calendar days.

(2) The Principal shall be entitled to demand changes to the agreed work performance and changes that are necessary to achieve the agreed work performance. This right shall also apply to measures accelerating the work performance. Furthermore, the Contractor shall submit to the Principal without undue delay, at the latest within 14 calendar days after receipt of the Principal's change request, its complete and comprehensible, verifiable supplementary offer, which shall state the cost and revised schedule resulting from the change in detail and conclusively. The Principal and the Contractor undertake to negotiate the supplementary offer in a cooperative manner without delay. If, however, Principal and Contractor do not reach an agreement within 21 calendar days after receipt of the change request or in case of an urgency, the Principal shall be entitled to order changes. The Contractor must perform this service without delay, unless it is unreasonable for the Contractor. If the Contractor fails to give written notice of additional costs or if the Contractor carries out a change without a price agreement with the Principal or without an order from the Principal, the Contractor shall not receive any remuneration for the change.

#### **§ 5**

##### **Subcontractors and personnel**

(1) The Contractor shall not be entitled to transfer its obligations under this contract in whole or in part to others unless the Principal has given its prior written consent thereto. The assignment of partial services to subcontractors shall also require the prior written consent of the Principal.

(2) The Contractor shall perform the work assigned to it on its own responsibility. The Principal has no authority to issue instructions. This shall not apply to instructions required to maintain operational order and safety, in particular occupational safety.

(3) The Contractor shall deploy qualified personnel and, at the Principal's request, shall also submit proof of qualification of the personnel deployed. In case of important reasons (e.g. gross or repeated violation of safety rules), the Principal shall be entitled to demand the replacement of the Contractor's personnel.

(4) The Contractor shall be responsible for the proper payment of relevant taxes and social security contributions for all employees deployed; the Contractor shall be responsible for compliance with labor and social security laws regarding the personnel deployed by it at its own expense.

## **§ 6**

### **Deadlines, delay and contractual penalties**

(1) Execution shall be commenced, adequately promoted and completed in accordance with the binding deadlines (contractual deadlines). If labor or materials are so insufficient that it is evident that the execution deadlines cannot be met, the Contractor must take remedial action without delay at the Principal's request.

(2) The dates specified in the order are binding for the Contractor. If they are exceeded, the Contractor shall be in default even without a reminder.

(3) The Contractor shall notify the Principal immediately in writing and with detailed reasons if it believes that it is hindered in the proper performance of its services. The proper written obstruction notification is a prerequisite for claims: if the Contractor fails to notify the obstruction, an obstruction shall not lead to a postponement of the deadlines, additional remuneration, claims for damages or claims for compensation, unless the obstruction and its effects are obvious.

(4) In the event of culpable exceeding of the agreed deadlines for deliveries and services, the Contractor shall pay a contractual penalty of 0.3% of the net order amount for each working day of delay. The contractual penalty shall be limited to a total of 5% of the net order amount. Statutory claims due to delay shall remain unaffected, but any forfeited contractual penalty shall be offset against such claims. A forfeited contractual penalty may be claimed up to the last payment. If the Contractor is in default, the Principal shall be entitled to the statutory rights. In particular, the Principal shall be entitled to demand compensation for the damage caused by the delay. If the Principal has set the Contractor a deadline without the expected result for subsequent performance or if the setting of a deadline is unreasonable for the Principal, the Principal shall also be entitled to demand compensation instead of performance and/or to withdraw from the contract.

## **§ 7**

### **Acceptance, transfer of risk and liability for defects**

(1) Acceptance of the Contractor's services shall be formal. Use shall not constitute acceptance if not all agreed or otherwise applicable acceptance requirements are met and formal acceptance is provided for within a reasonable period after completion. Acceptance shall be deemed to have taken place if the Contractor has given the Principal a reasonable period of time in writing for acceptance after completion and the Principal has not refused acceptance within the reasonable period of time, stating at least one defect. If the Principal refuses acceptance, both parties shall carry out a condition inspection. A claim for partial acceptance shall only exist if such acceptance has been expressly agreed.

(2) Work to remedy the defect(s) shall also be accepted. The Contractor shall request the Principal to make a subsequent acceptance, in each case with a written notification of completion. The Principal may waive a subsequent acceptance if it is provided with evidence of the completion of the defects in another form.

- (3) In the case of work performance, the risk shall pass to the Principal upon acceptance; in the case of delivery performance, the risk shall pass upon handover at the place of performance determined by the Principal.
- (4) If the Contractor's performance is defective, the Principal shall be entitled to the full statutory warranty claims without limitation.

## **§ 8**

### **Notice of cancellation**

- (1) The Principal may terminate the contract at any time without cause until completion of the service. If the Principal terminates the contract, the Contractor shall, in this case, be entitled to the agreed remuneration. However, it must allow itself to be credited for what it saves in costs as a result of the cancellation of the contract or acquires or maliciously refrains from acquiring through other use of its labor and its business. Sect. 648 sentence 3 BGB (German Civil Code) is excluded.
- (2) In addition to the right to free termination, the Principal is entitled to terminate the contract at any time for good cause.
- (3) Any termination must be in writing.
- (4) The Principal may also limit its termination to a definable part of the work owed (partial termination).
- (5) After termination, the Contractor shall immediately hand over all documents required for the continuation of the work. If and insofar as the Contractor asserts a right of retention in such a case, this shall be limited to undisputed or legally established claims. The Principal may avert such a right of retention of the Contractor by providing security, the amount of which shall be determined by the Principal in accordance with Sect. 315 BGB (German Civil Code).

## **§ 9**

### **Liability and insurance**

- (1) The Contractor shall take out liability insurance with sufficient coverage customary in the industry for damage caused by it, its means of transport and tools used, its personnel or its agents, which it shall prove to the Principal upon request.
- (2) The Contractor shall be liable for all damages caused directly or indirectly by it, its vicarious agents or persons employed in the performance of its obligations, including consequential damages to the extent provided by law.
- (3) The Principal shall be liable in accordance with the statutory provisions. By way of derogation, the Principal shall only be liable in the event of slight negligence if there is a breach of an essential contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract and on the compliance with which the Contractor may rely, or if there is an injury to life, limb or health. The regulations on the burden of proof shall remain unaffected. Insofar as the liability of the Principal is excluded, this shall also apply to the liability of the Principal's employees, workers and vicarious agents.
- (4) If the Contractor is responsible for product damage, it shall indemnify the Principal against claims by third parties to the extent that the cause lies within its sphere of control and organization and it is liable itself in relation to third parties. The Contractor shall take out and maintain product liability insurance with a lump-sum cover customary in the industry per personal injury/property damage.

## § 10

### Remuneration, invoice and payment terms

- (1) If the Contractor intends to discontinue work due to payment arrears, it shall expressly threaten to discontinue work, setting a reasonable grace period.
- (2) The agreed prices are fixed prices, unless otherwise agreed. This remuneration shall cover all services to be rendered by the Contractor under the contract, including rights of use, ancillary services, travel costs, expenses and other costs and expenses. Price escalation clauses of the Contractor shall not be recognized unless the Principal has expressly agreed otherwise with the Contractor. Sect. 677 BGB (German Civil Code) shall remain unaffected in the event of emergency measures.
- (3) Invoices are to be sent separately according to purchase orders to the invoice address specified in the purchase order. Purchase order numbers shall be indicated, all billing documents (bills of materials, statements of work, measurements, etc.) shall be attached. Invoices shall be transmitted electronically in PDF format, if possible, and sent to the Principal. Transmission of the invoice as hardcopy is permissible but may not be made in parallel with the electronic transmission.
- (4) Unless otherwise agreed, payments shall be made net 30 days after receipt of an auditable invoice in accordance with the statutory requirements and complete performance. If the Principal pays within 21 days after receipt of an auditable invoice and complete performance, the Contractor shall grant the Principal a 3% discount, unless otherwise agreed. Decisive for the timeliness of the payment is not the receipt of payment, but the execution of the payment act by the Principal, i.e. in the case of a bank transfer, the issuance of the transfer order.
- (5) Payment of an invoice does not constitute acceptance or acknowledgement. It does not entail any loss of rights in respect of defects.
- (6) Labor hour work shall require the prior separate express commissioning by the Principal. As far as possible, the anticipated amount is to be quantified in advance. Labor hour work shall be avoided as far as possible. The Contractor shall submit timesheets in duplicate for labor hour work. These must include
  - the date,
  - the designation of the place of performance,
  - purchase order number of the Principal,
  - the nature of the service,
  - the names of the employees and their occupational, wage or salary group,
  - the hours worked per employee, broken down into overtime, night work, work on Sundays and public holidays, if applicable, as well as
  - complications not included in the billing rate

Labor hour invoices must be broken down in accordance with the timesheet. The Principal shall retain the originals of the timesheets, and the Contractor shall receive the countersigned copies. The countersignature of timesheets only confirms the attendance times of the Contractor's personnel. The signature does not imply acknowledgement or approval of work performed.

## **§ 11**

### **Assignment, set-off and retention**

- (1) The assignment of a claim against the Principal requires the prior written consent of the Principal. Sect. 354 a HGB (German Commercial Code) remains unaffected.
- (2) The Contractor shall only be entitled to rights of set-off or retention on the basis of undisputed or legally established claims.
- (3) The Principal shall be entitled to rights of set-off and retention to the extent provided by law.

## **§ 12**

### **Material provided, delivery, freight, packaging and waste disposal**

- (1) If the Principal provides material, it shall remain the owner of the material. The processing or transformation of material provided by the Principal shall be carried out as manufacturer pursuant to Sect. 950 BGB (German Civil Code). The Contractor shall store the processed item free of charge for the Principal with due care. In the event of accidental loss or accidental damage to material provided, the Contractor shall have no claim to reimbursement of its expenses for the processing.
- (2) Delivery and packaging costs shall be borne by the Contractor. Delivery shall be made DDP (Delivered Duty Paid) to the designated place of use, unless otherwise agreed. The Contractor shall be responsible for transport and proper packaging and shall comply with all nationally/internationally applicable regulations in connection with the transport (e.g. also import and export laws and implementing regulations). Packaging material shall be disposed of by the Contractor.
- (3) The readiness for dispatch as well as the time of dispatch and arrival at the place of use shall be notified to the Principal in writing and in due time.
- (4) Each delivery of goods shall be accompanied by a delivery bill with the Principal's purchase order number. The recipient of the goods shall be identified. The Contractor shall only be entitled to make partial deliveries/services with the Principal's consent.
- (5) Insofar as waste is generated during the Contractor's services, the Contractor shall be responsible for its disposal at its own expense in accordance with the waste disposal regulations.

## **§ 13**

### **Property rights and rights of use**

- (1) The Contractor shall be liable for ensuring that patents or other industrial property rights of third parties are not infringed by its delivery and performance. The Contractor shall indemnify the Principal upon first request against all claims if a third party asserts a claim against the Principal for infringement of a domestic or foreign industrial property right in connection with a delivery and service of the Contractor.
- (2) The Principal shall receive a simple, transferable, irrevocable, temporally and spatially unrestricted right of use for all types of use for all patentable performance outcomes created by the Contractor. The right of use includes all types of use and, in particular, the right to reproduce, process and further develop the performance

outcomes. The Principal shall be entitled to transfer the rights of use assigned to it in whole or in part to affiliated companies within the meaning of Sections 15 et seq. AktG (German Stock Corporation Act) or to grant them corresponding rights of use.

#### **§ 14**

##### **Confidentiality, property rights and data protection**

- (1) The Contractor shall be obliged to treat all information provided to it by the Principal as strictly confidential and to use it exclusively for the performance of the respective order. The obligation to maintain confidentiality shall not apply to information which the Contractor demonstrably already knew without breaching the obligation to maintain confidentiality or which it demonstrably obtained knowledge of in some other way. The Contractor shall oblige third parties engaged by it in accordance with this requirement. The Contractor shall only make confidential information available to employees and subcontractors who absolutely require this information for the performance of this contract.
- (2) All information and documents provided by the Principal shall remain the property of the Principal. They may not be used by the Contractor for other purposes, copied or made accessible to third parties and must be returned by the Contractor at any time upon request. The Principal reserves all industrial property rights.
- (3) The Contractor undertakes to comply with the applicable data protection provisions, in particular the EU Data Protection Regulation (GDPR). The Contractor shall sensitize and obligate employees involved in data processing to comply with data protection in accordance with the GDPR and shall submit evidence thereof to the Principal.
- (4) The Contractor shall only be permitted to refer to the business relationship existing with the Principal in publications or for advertising purposes with the Principal's express consent.

#### **§ 15**

##### **Final provisions**

- (1) The place of performance for the Contractor's deliveries and services shall be the place of use specified by the Principal.
- (2) Amendments, supplements and ancillary agreements to the contract and these GTC must be made in writing.
- (3) Should any provision of these GTC be or become invalid or should a loophole become apparent, the validity of the remaining provisions shall not be affected thereby. In this case, the parties undertake to agree or achieve the intended purpose by agreeing on a different provision.
- (4) The legal relations between the parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (5) The place of jurisdiction is Stralsund.