

General Terms & Conditions of Purchase of AVL Zöllner GmbH

Edition of November 2015.

1. Applicability

- 1.1 Where there is no agreement to the contrary, these General Conditions of Purchase shall apply to all deliveries and services (hereafter referred to jointly as „deliveries“) that a seller, contractor or a service provider (hereafter referred to jointly as „Supplier“) performs on our behalf.
- 1.2 Our Conditions of Purchase shall apply exclusively. Conditions of the Supplier that conflict with or deviate from our Conditions of Purchase shall not be recognised by us, unless we agree to their validity expressly in writing. Our Conditions of Purchase shall also apply where we accept delivery without reservation in knowledge of Supplier's conditions that conflict with or deviate from our Conditions of Purchase.
- 1.3 Our Conditions of Purchase shall only apply to businesses in accordance with Section 310 Para. 1 of the German Civil Code (BGB).
- 1.4 Our Conditions of Purchase shall apply as a framework agreement to all future contracts on the sale and delivery of goods with the same Supplier, even if we do not refer to them again in each individual case.
- 1.5 Individual agreements with the Supplier made in specific cases (including ancillary agreements, additions and changes) shall have precedence in every case over these Conditions of Purchase. A written contract or our written confirmation shall be binding in terms of the content of such agreements.
- 1.6 Legally relevant statements and notifications that are to be submitted by the Supplier after conclusion of contract (e.g. deadlines, warnings, declaration of withdrawal) shall require written form to be valid.
- 1.7 In the event that we award any installation services to the Supplier, the „Supplementary Appendix to the General Terms & Conditions of Purchase of AVL Zöllner GmbH“ shall be applicable as a complement to the present terms and conditions.

2. Offer, purchase order

- 2.1 A job is confirmed following a written purchase order from us and its acceptance by the Supplier. If the Supplier does not accept a purchase order within five working days, we shall have the right to revoke it.
- 2.2 Subcontracting of our orders in whole or to a large extent may only be done with our prior written consent. Breach of this provision shall entitle us to withdraw from the order without substitution.
- 2.3 The Supplier is not entitled to assign his claims arising from this contractual relationship to third parties. This shall not apply to monetary claims.
- 2.4 We shall reserve title to ownership in any image, drawing, calculation or any other document; the same shall also apply to our copyrights where any such document is copyrightable. No such image, drawing or document shall be used unless exclusively for the purposes as defined in our purchase order; any such image, drawing or document shall be returned to us upon a written request but not later, and then without any request, after having processed the purchase order. The Supplier shall have no retaining lien to any such document. They shall be kept secret from any third party, and, in such respect, shall be subject to the supplementary provisions set forth in item 10 below.

3. Delivery

- 3.1 The delivery deadline given in the purchase order is binding.
- 3.2 The Supplier shall be obliged to inform us immediately in writing if circumstances occur or become known to him, the result of which is that the delivery deadline cannot be kept. However, this shall have no influence on the responsibility of the Supplier to keep to the agreed delivery deadline.
- 3.3 In case of any delivery defaults, we shall be entitled to statutory claims, in particular to indemnification and cancellation from this contract. The provision in Clause 3.5 remains unaffected.
- 3.4 If deadlines are not kept for reasons for which the Supplier is liable, the Supplier undertakes to employ the fastest method of transport available, without prejudice to the shipping method specified in the purchase order, to minimise the delay. The costs of such accelerated transport shall be borne by the Supplier.
- 3.5 If the Supplier overruns the delivery deadline, the Supplier shall be obliged to pay a contractual penalty. This shall be 0.3% for each working day of delay, to a total of no more than 5% of the total net fee. We shall be entitled to claim this contractual penalty until final payment is made, even if we have not expressly reserved this right on acceptance of delayed delivery. Our statutory rights regarding delay shall remain unaffected by this agreement on contractual penalty, and by its enforcement.
- 3.6 The underlying contract can be terminated by either party to the contract for cause – without observing a period of notice. Cause shall be assumed if there are facts on the basis of which the terminating party cannot be expected to accept continuation of the contract, taking into account all the circumstances of the specific case and the interests of the parties to the contract. If such good cause consists in the breach of any contractual obligation, termination for that cause shall not be admissible unless after a period determined for remedial action has expired without success or after an unsuccessful hortatory letter; the foregoing shall not apply in the event as provided for in § 323, Subsection 2 of the German Civil Code.
- 3.7 If failure of receipt or acceptance by us is caused by force majeure, industrial action or other events outside of our control, we may request that delivery be made at a later, appropriate time, in whole or in part. The Supplier shall not be able to assert any claims against us on this basis. However, if the period is extended by more than six months, either party to the contract shall be entitled to withdraw from the contract. Similarly in such a case, neither party to the contract shall be able to assert any claims against the other party to the contract. Clause 3.7 shall also apply if fulfilment of contract is made impossible or substantially more difficult for us.

General Terms & Conditions of Purchase of AVL Zöllner GmbH

4. Compliance, quality, documentation, subcontractors

- 4.1 The goods to be delivered shall meet the regulations as applicable at home and abroad from time to time (including but not limited to the accident prevention regulations, the pertinent provisions and guidelines set forth in the VDE regulations, the REACH Regulation [EC] no. 1907/2006), the latest accepted rules and standards of technology and, with utmost precision, the documents underlying the order, including but not limited to drawings, descriptions, samples, specifications, conditions of acceptance, etc..
- 4.2 The Supplier shall agree to abide by the laws of the legal system applicable from time to time. In particular, the Supplier shall, neither actively nor passively and neither directly nor indirectly, become involved in any form of bribery, any violation of the basic rights of its employees or any child labour. The Supplier shall agree not to use in its products any "Conflict Minerals" as defined in Section 1502 of the US Dodd-Frank Act and originating in the Democratic Republic of Congo or any bordering country.
- 4.3 The Supplier shall establish a quality management system which meets the requirements of ISO 9001, perform quality-control checking suitable in type and scope and meeting the latest state-of-the-art, and develop in the direction of ISO 16949 and VDA 6.4 Standard as well as towards a zero-defect philosophy. The Supplier shall comply with the ISO 26262 standard with regard to functional safety for systems with electronics and software.
- 4.4 Prohibited ingredients and substances: To find the current AVL substance list containing those substances which must not be delivered to the company or may only be delivered under certain conditions, go to the www.avl.com website and refer to Company > Quality, Environment, Safety & Security > Documents. If any good delivered by the Supplier should contain any of the substances listed therein, the Supplier must immediately contact the buyer mentioned in the purchase order or notify us in writing while indicating the corresponding substance(s) concerned.
- 4.5 For items to be delivered whose use is not generally familiar, such as devices, instruments, installation components or equipment, at the latest on delivery without specific request and at no extra cost, assembly, maintenance, operating and servicing instructions must be delivered to us, stating to which order the instructions apply.
- 4.6 The Supplier shall agree to pay those of its employees, who are appointed for performing the deliveries ordered pursuant to the underlying contract, not less than the minimum wage as defined by the minimum wages act of 11 August 2014. We shall be entitled to request the Supplier to provide evidence or a written confirmation showing payment of the minimum wage at any time. The Supplier shall indemnify us for any claim alleged in the event that any infringement of the provisions set forth in the minimum wages act is committed by the Supplier or by any of its subcontractors.
- 4.7 Notwithstanding any other right to terminate or rescind any contract or agreement, we shall be entitled to rescind or terminate the contract with immediate effect if the Supplier and/or any of the Supplier's subcontractors culpably infringe(s) upon any of the foregoing provisions or upon the minimum wages act dated 11 August 2014. The Supplier shall agree to compensate any loss or damage incurred by us in consequence of such rescission or termination. Any claim of the Supplier for non-performance shall be excluded. In other respects, the consequences of rescission and termination shall be governed by the statutory provisions
- 4.8 The Supplier shall not be entitled to use any subcontractor or upstream supplier unless with our written consent; whenever the Supplier intends to change any subcontractor or upstream supplier approved by us, the Supplier shall inform us about this in writing beforehand and obtain our written consent. We shall not refuse such consent unless any of our material interests is put at risk. The consent granted by us shall not lead to the consequence that the Supplier's sole responsibility with regard to the quality of the deliveries would be compromised in any way whatsoever.

5. Prices, payment terms

- 5.1 Unless otherwise agreed-upon in writing, the prices listed in the order shall be binding and unchanged until complete fulfilment of the order to the extent of delivery and services. The prices shall be based on the agreement „delivery duty paid“ and shall include „free delivery“, including packaging, transportation insurance paid, plus applicable VAT, unless otherwise agreed upon.
- 5.2 Unless otherwise agreed-upon in writing, payment shall be made upon the contract-compliant receipt of goods, plus receipt of the proper and verifiable invoice, payable at our choice of 2% discount up to 14 days after receipt of invoice, or net in full within 30 days.
- 5.3 We shall be entitled to the statutory extent of offsetting and withholding rights.
- 5.4 Pursuant to the order specifications, all invoices shall include the order number stated therein, and any consequences suffered as a result of non-compliance shall be the responsibility of Supplier.
- 5.5 The Supplier only has a right to offset and/or retain legally established or undisputed counterclaims or counterclaims ready to be approved in a process pending in court.

6. Transfer of risk

- 6.1 If there is no agreement to the contrary, the Supplier must make „delivery duty paid“ (delivered duty paid ... named place of destination) in accordance with Incoterms 2010. As an exception, any delivery within the Federal Republic of Germany shall be made „free delivery“ at the place specified in our purchase order. If the place of destination is not given and there is no other agreement, delivery should be made to our place of business. The place of destination is also the place of performance.
- 6.2 Where acceptance is agreed, it shall be decisive in terms of the transfer of risk.

7. Investigation of defects, liability for defects

General Terms & Conditions of Purchase of AVL Zöllner GmbH

- 7.1 Where applicable, the statutory provisions (Section 377 of the Code of German Commercial Law (HGB)) shall apply to the commercial duty to inspect and notify, subject to the following limitation: our obligation to inspect shall be limited to defects that are immediately obvious to us (e.g. transport damage, incorrect or short delivery). Where acceptance is agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which inspection is feasible in the regular course of business, taking into account the circumstances of the individual case. Our duty to give notice of defects for defects discovered later remains unaffected. In all cases, our notification (notification of defects) shall be without undue delay and in good time if it is issued within 10 working days.
- 7.2 We shall be entitled to statutory claims based on defects without any reduction. We shall be entitled to request the Supplier in every case and at our option to ensure defect correction or make a substitute delivery or provide a replacement with new. The Supplier shall bear all costs of subsequent performance. The right to compensation in damages shall be expressly reserved. The period of prescription applicable to any claim based on defects shall be suspended for the time needed for such subsequent performance until the defect has been corrected successfully. In case of any substitute delivery, defect correction or replacement with new, the period of prescription shall restart again for any part replaced, reworked or newly manufactured.
- 7.3 The place of performance for any subsequent performance shall be at our option.
- 7.4 In urgent cases, without detriment to our other rights, we shall be entitled to have defects remedied or to remedy defects ourselves if the Supplier refuses performance in earnest and finally, or if there are specific circumstances that warrant an immediate remedying of defects taking into account the interests of both parties. Any resulting costs shall be borne by the Supplier. This shall not apply, however, if the Supplier is not liable for such costs.
- 7.5 We shall be entitled to statutory claims for defects in the matter for a time period of 3 years following the transfer of risk. Construction services shall be subject to a 5-year warranty period following inspection and acceptance.

8. Product Liability, Indemnification, Liability

- 8.1 Inasmuch as Supplier is liable for any product damages, Supplier shall be obligated to hold us harmless against any claims for damages from third parties upon a first request, to the extent that the cause is located within the realm of his organization and control, and if he himself is responsible to the outside world. .
- 8.2 As part of Supplier's liability for damages pursuant to Clause 8.1, Supplier shall also be liable for the reimbursement of any expenditures pursuant to §§ 683, 670 BGB [German Civil Code] as well as §§ 830, 840, 426 BGB which may result from or in connection with one of the recall actions implemented by us or by our client. Supplier shall be informed by us, to the extent possible and reasonable, of the contents and extent of recall actions to be implemented, and shall be given the opportunity to respond. Any other statutory claims shall remain unaffected by same.
- 8.3 Supplier shall be obligated to maintain a product liability insurance with a reasonable flat-rate coverage for personal injury or damage to property but at least in an amount of Euro 5 million. Upon our request, the Supplier shall, at any time, deliver us a copy of the insurance policy or, upon a specific request by us, a current certificate of insurance.
- 8.4 Any additional indemnification claims to which we might be entitled, shall remain unaffected.

9. Intellectual Property

- 9.1 The Supplier undertakes to ensure that no rights of third parties are breached in connection with delivery.
- 9.2 If a claim is brought against us by a third party for breach of such rights, the Supplier shall be obliged to indemnify us against such claims upon first written demand. This shall not apply if the Supplier is not liable for infringement of the third-party rights. In case of indemnification, we shall not be entitled to conclude any agreements with the third party – and a settlement in particular – without the consent of the Supplier.
- 9.3 The obligation to indemnify shall apply to all expenses that necessarily arise to us from or in connection with the claim asserted by a third party.
- 9.4 The period of prescription shall be thirty-six (36) months, starting upon the passage of risk.

10. Confidentiality

- 10.1 The Supplier shall be obliged to keep strictly confidential all illustrations, drawings, calculations and other documents and information that he receives from us. The same shall apply to all our business and trade secrets.
- 10.2 The Supplier shall be obliged to treat all commercial and technical details relating to the contract concluded with us and to its implementation, as business or trade secrets. The Supplier shall also be obliged to maintain silence regarding the business relationship with us. Exceptions shall require our prior written consent.
- 10.3 The Supplier shall not be entitled to have delivery owed by him done by third parties (e.g. subcontractors) without our prior written consent. If such a third party is to be contracted, that third party must be obliged by the Supplier in writing to maintain secrecy within the meaning of this Clause 10. On request, the Supplier shall provide us with a copy of this secrecy obligation. The secrecy obligation shall continue to apply after termination of this contract. It shall expire if and insofar as the manufacturing knowledge contained in the supplied illustrations, drawings, calculations and other documents has become generally known.

11. Data on foreign trade

- 11.1 The supplier is obliged to inform us of any goods-related restrictions in the case of (re-)exports of the delivered goods (goods, technology, software) in accordance with the German, European and US-American export and customs regulations as well as the export and customs regulations of the country of origin of the goods. For this he will provide the following information in his offers and order confirmations on the individual item of goods:
- the number of the EU – List of Military Equipment and the Dual Use List of Goods,

General Terms & Conditions of Purchase of AVL Zöllner GmbH

- the ECCN (Export Control Classification Number) in accordance with the US Export Administration Regulation (EAR) for US goods,
 - the USML (United States Munitions List) category for US defence goods (so-called ITAR goods),
 - Details on the non-preferential origin of his goods (goods, technology, software) and their integral parts,
 - Details on goods, which were manufactured on the basis of controlled US-technology and/or contain controlled US components.
- The supplier is further obliged to inform the buyer listed on the purchase order on request in writing of all further foreign trade data as well as to inform him in writing of all amendments to the above-mentioned data without special request.
- 11.2 The legally binding acceptance of re-export restrictions (e.g. relating to existing/issued export permits and the re-export restrictions contained therein or on the basis of License Exceptions claimed according to EAR) is limited to such goods which require an export license from the perspective of the country of delivery (for the US, the currently applicable version of the EAR shall be applicable), which additionally are correspondingly identified in the delivery papers, and for which the supplier has explicitly informed us about re-export restrictions in offers and order confirmations.
- 11.3 Suppliers with a domicile in the EU are obliged to provide us with the original of the supplier's (long-term) declaration for products having preferential origin status in accordance with Regulation (EC) No. 1207/2001 in the then current version within one calendar week after our corresponding request. If the supplier does not comply with this obligation or if the supplier's declaration does not comply with the legal requirements, the supplier shall indemnify us and hold us harmless against any adverse consequences resulting from such non-compliance.

12. Production equipment and primary materials

- 12.1 Tools, appliances and models (hereafter referred to as „production equipment“) that we provide to the Supplier or that are manufactured for contract purposes and are invoiced to us separately by the Supplier shall remain or become our property. The Supplier must indicate that the equipment is our property, store it with care, secure and insure it against damage of any kind and use it only for the purposes of the contract. The Supplier must handle such production equipment with care during the period of use and at his own expense, and must also carry out or have carried out all necessary maintenance at his own expense. The Supplier shall also be obliged to store such production equipment with care on our behalf for collection by us at any time, in condition ready for use, for 10 years from the final production date. On request, the Supplier shall be obliged to give up such production equipment to us in proper condition. The Supplier shall have no right of retention in this case.
- 12.2 Production equipment that the Supplier has produced or obtained and for which we have paid the production costs (tool costs) shall become our property on payment. Transfer of ownership shall be replaced by the Supplier's obligation to store the production equipment on our behalf in accordance with the provisions of the previous Clause 12.1. On partial payment for production equipment we shall acquire joint ownership of such in proportion of the actual amount paid to the outstanding sum to be paid. Production equipment must be labelled permanently (engraving, marking stamp) – even when only partially completed. The Supplier shall be responsible for implementing and maintaining labelling during the period of his ownership of the production equipment. The labelling must include the following as a minimum: „Property of AVL Zöllner GmbH“. We shall be entitled to decide on the nature, size and the exact position of the labelling. We shall also be entitled to demand that the Supplier alter the labelling at any time. If compulsory enforcement measures are initiated by a third party or such measures are anticipated, the Supplier must inform us of such immediately in writing, and verbally beforehand.
- 12.3 If items provided to the Supplier by us (e.g. primary materials) have been mixed irreversibly with other items that do not belong to us, we shall acquire joint ownership of the new item in proportion of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If mixing occurs in such a way that the Supplier's item should be viewed as the main item, it shall be considered agreed that the Supplier transfer joint ownership to us proportionally. The Supplier shall keep safe sole or joint ownership on our behalf. The same shall apply if the items provided are processed or altered by the Supplier.

13. Replacement parts

- 13.1 The Supplier shall be obliged to store replacement parts for the products delivered to us for a period of at least fifteen (15) years after delivery.
- 13.2 If the Supplier intends to halt production of replacement parts for the products delivered to us, he shall inform us of this fact immediately after the decision to halt production. This decision must be made at least six months before production is halted – subject to Clause 13.1 above.

14. General provisions

- 14.1 Any offer or quotation, cost estimate or any other Supplier activity in preparation of any purchase order shall always be provided free of charge for us.
- 14.2 If the Supplier is a merchant, legal entity under public law or a public fund, the sole place of jurisdiction for all disputes arising from this contractual relationship shall be our place of business. However, we shall also be entitled to take legal action, at our own choice, at the place of execution of the obligation to carry out delivery, or at the Supplier's place of business.
- 14.3 If any individual provision in these Terms and Conditions of Purchase should be legally ineffective, such provision shall not affect the legal effectiveness of any other provision hereof.
- 14.4 The place of fulfilment for the delivery shall be the destination named by us. If such destination has not been named, the place of fulfilment shall be our business domicile.
- 14.5 The law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply to these Conditions of Purchase and all legal relationships between us and the Supplier.

General Terms & Conditions of Purchase of AVL Zöllner GmbH

Supplementary Appendix to the General Terms & Conditions of Purchase of AVL Zöllner GmbH; applicable when any contract for installation services is awarded by AVL Zöllner GmbH

1. Supplier's obligations

- 1.1. The Supplier shall agree to carefully perform any service to be carried out by the Supplier. Any order acceptance by the Supplier shall be deemed an assurance by the Supplier that it has the specialist knowledge required for the proper performance of such order.
- 1.2. Upon the conclusion of any contract, the Supplier shall be obliged to obtain information about the corresponding current status of any relevant particular feature of the order of the Customer. Any such information shall, as a general rule, be collected through the Customer. Any failure to obtain information shall be at the Supplier's expense.
- 1.3. The Supplier shall agree to appoint a project manager for the performance of the scope of delivery and service until the final acceptance of its services. Such project manager shall be in charge of coordination, agreements on deadlines, ongoing installation surveillance, and the provision of services in accordance with the order.
- 1.4. When performing any service, the Supplier shall agree to remain within the framework of the costs and deadlines as specified and approved by the Customer. In case of any deviation from such costs and deadlines, the Supplier shall immediately notify the Customer thereof, explain the reasons for such cost and deadline deviation and make proposals for possible improvements.
- 1.5. The Supplier shall agree to observe the statutory and administrative regulations applicable in the state territory in which the Supplier is acting on behalf of the Customer.

2. Remuneration for service

- 2.1. Remuneration shall be agreed on a separate basis when concluding the corresponding contract.
- 2.2. Unless as otherwise agreed, the Supplier shall itself pay the costs for any visa, work permit, overnight accommodation and meals as well as for the transport of personnel, work and construction material.
- 2.3. When completing its services, the Supplier shall immediately prepare an auditable final invoice which also indicates any payments made on account. Vouchers (time sheets, statements showing quantities, drawings, delivery notes, etc.) shall be enclosed with such final invoice. The basis for the payment of the final invoice shall be the submission to the Customer of all acceptance documents required (including but not limited to the minutes of acceptance signed by both parties).
- 2.4. All expenses incurred by the Supplier shall be deemed to be covered by the remuneration agreed.

3. Work paid by the hour, additional or reduced costs, supplementary tenders

- 3.1. If a lump sum price has been agreed, no work paid by the hour shall be paid unless expressly ordered by the Customer beforehand.
- 3.2. The amount of the hourly rate shall be agreed at the time of concluding the contract. Such hourly rate shall be deemed to include all surcharges and additional costs, including but not limited to any bonus for extra hours, overnight accommodation and travel expenses, per-diem expenses and out-of-pocket expenses and the like.
- 3.3. Any modification, which is required and leads to additional costs or reduced costs as compared to the service specifically agreed, must be notified in writing to the Customer within a period of five (5) business days after becoming known and must, in case of any increase, be submitted as a fixed-price quotation (supplementary tender) and, in any event, as an auditable cost estimate indicating any such additional costs or reduced costs. If failing to comply with such duty to notify, the Supplier cannot retroactively claim any compensation for additional cost for services really provided.
- 3.4. Before approving any modification, the Customer will check a supplementary tender for plausibility with regard to scope and cost effectiveness by on-going project costing. The scope and the estimated changes in costs shall be documented. Performance shall be subject to the Customer's decision. No change or modification must be implemented unless after having received the Customer's written approval.

4. Execution

- 4.1. The Supplier shall review the documents provided for the performance of its work with regard to all their items immediately after their receipt. The Supplier shall agree to use only material of a perfect quality for its services and have its work performed by trained and reliable specialist personnel in accordance with the state-of-the-art and/or with the specifications provided by the Customer.
- 4.2. The briefing, supervision and instruction of its performing agents shall exclusively be the Supplier's matter. Customer employees shall provide the Supplier's employees on site with the information required on the conditions prevailing on the premises of the Customer's client and on the specific features to be observed when performing the order.

General Terms & Conditions of Purchase of AVL Zöllner GmbH

- 4.3. If, in the Customer's view, there is any immediately impending scheduling delay or if such delay has already occurred, the Customer shall be entitled to entrust any third party with performing the services due from the Supplier (substitute performance) under the Customer's supervision provided that the Customer has requested the Supplier twice to either prevent or correct such (impending) scheduling delay while setting an at least reasonable deadline. The costs for substitute performance shall be borne by the Supplier.
- 4.4. During installation and commissioning, the Supplier shall agree to protect every plant, plant component, material, consumable and Customer-provided material so as to prevent their loss, damage and decrease in value until the time of acceptance. Where required, such duty shall be observed by blocking access, providing enclosure(s) or by any other protection.
- 4.5. Upon the Customer's request, the Supplier shall, to the extent required and within a reasonable period of time, cooperate in commissioning which, as a general rule, will take place prior to acceptance. If any problem occurs during commissioning, the Customer shall be entitled to require the Supplier to perform checks and actions for correcting any problem without delay or within a maximum period of ten (10) business days. In the event that the Supplier does not or cannot take any such action as required, the Customer shall be entitled to substitute performance at the Supplier's expense. The assertion of any claim for compensation in damages shall remain unaffected thereby.

5. Dates of performance, contractual penalties

- 5.1 Any date of performance agreed shall be a binding contractual deadline.
- 5.2. In the event of any culpable failure to meet a contractual deadline under the Supplier's responsibility, the Supplier shall be liable as defined in Clause 3.3. of the Customer's General Terms & Conditions of Purchase.

6. Third-party liability and erection all risks insurance

- 6.1. The Supplier shall take out a usual business liability insurance (which must also cover third-party liability for any harmful effect on the environment and all consequences resulting therefrom) while excluding any recourse against the Customer and providing for a minimum amount of coverage of EUR 5 million (unless a higher amount of coverage is defined in the contract) and maintain such insurance for the entire duration of the contract.
- 6.2. The Supplier shall take out an erection all risks insurance sufficient for any loss or damage while also including a co-insurance covering the consumer's risk and a waiver of recourse against the Customer, its personnel and other suppliers involved in construction at the Supplier's expense and maintain such insurance until the complete acceptance of the services agreed in the contract.

7. Obstruction and interruption of performance

- 7.1. The Supplier shall perform its work without causing any obstruction for any other company involved in the project. The Supplier must ensure that all coordination and notifications required with regard to the sequence of operations in terms of technology and time take place in a timely fashion.
- 7.2. The Supplier shall agree to give immediate written notice of any obstruction which compromises the timely performance of its work.

8. Acceptance and reporting

- 8.1. Formal acceptance shall be held for the services provided by the Supplier after their full completion.
- 8.2. The Supplier shall agree to cooperate in acceptance to the extent required.
- 8.3. In any event, the Supplier shall agree to submit a written final installation report to the Customer by the latest upon the completion of its services.

9. Employee provisions, subcontractors

- 9.1. When employing any personnel, the Supplier shall most strictly observe all provisions in terms of collective bargaining, labour and social law as well as all regulations for the protection of employees, including but not limited to the Employee Protection Act (including ordinances).
- 9.2. When employing any foreign personnel, all regulations applicable thereto, including but not limited to the regulations applicable to employing foreigners, alien's police, legislation applicable to passports and rights of residence shall be most strictly observed in addition. The same shall apply, mutatis mutandis, to the employment of persons comparable to employees and freelancers.
- 9.3. Without the prior written consent of the Customer, the Supplier shall not be entitled to subcontract the corresponding individual order fully or in part to any subcontractor.
- 9.4. For every subcontractor entrusted with performing the contract by the Supplier, the Supplier shall be responsible for all regulations in terms of tax and customs law and for all costs resulting therefrom (e.g., for value-added tax and turnover tax, import licenses, etc.).
- 9.5. Within the scope of cooperation with any subcontractor, the Supplier shall indemnify the Customer for any claim made by any public authority for any missing work permit or missing social security for any personnel employed under the Supplier's control on the construction site.
- 9.6. In the event of any infringement of the foregoing provisions or of any applicable regulation, the Supplier shall be liable to the Customer for any prejudice resulting therefrom including consequential damages; the foregoing shall not apply if such prejudice is not under the Supplier's control.