

Special Contractual Conditions of viastore SYSTEMS GmbH for Sub-Contractor Contracts

1. Compensation

A fixed price includes all services and shipments - including shipment of the materials and additional services - that are necessary for the professional execution to operate the ordered system functionally and without defects; this must be executed according to the state of the art at conclusion of the agreement. The fixed price also includes all services that are not expressly demanded, described, and represented, but the necessity of which is a result of the intended use and function of the system. Additional demands in the scope of the agreed shipments and services are excluded.

If additions or reductions occur during the execution, they must be discussed with the client and then approved by the client in writing. Later report of additions after begin of execution will not be accepted or compensated for. Amended costs must be calculated on the basis of the ordered fixed prices.

Possibly necessary additions for compliance with the agreed-upon functionality or throughput performance are no basis for additional demands by the sub-contractor.

2. Work remunerated by hourly wages

Work remunerated by hourly wages may only be executed on expressive request by the client. Another condition is that the hourly cost must be agreed upon before execution.

Reports must be presented to the client for signing within three days. Later submitted or unsigned reports will not be accepted.

3. Execution documents

3.1 The sub-contractor must provide all diagrams, calculations, data material, and other supporting documents without special remuneration; they must be presented to the client in good time for verification and approval unless they were provided by the client in accordance with the contract. With the acceptance of this documentation, the client accepts no responsibility or liability for their correctness and completeness. The client may use the documentation to be provided by the sub-contractor for the project at no extra charge.

3.2 If alternative suggestions are made by the sub-contractor, the provisions of plan documentation, descriptions, and other calculations are included in the contract amount. If a special official permit or approval is necessary, it is the responsibility of the sub-contractor to obtain them in good time.

3.3 All diagrams, calculations, certificates, data material, and other execution documentation provided to the sub-contractor remain exclusive property of the client. They may not be copied, duplicated, published, or made available to third parties without the permit of the client.

3.4 The sub-contractor must check all documentation, in particular all measurements in the plan documentation, for completeness and correctness immediately after receipt.

3.5 The sub-contractor must check the pre-works containing his/her works in good time before beginning services and inform the client immediately and in writing of shortcomings, reservations, guarantee reservations, and demands of any kind. As soon as the sub-contractor starts with the execution of the services, the corresponding pre-works are considered in order and free of defects.

3.6 The products, materials, etc. listed in the offer must be used by the sub-contractor. The use of products, materials, etc. with the addition "equivalent" is only permitted with previous written authorisation by the client.

4. Impediments and interruptions of the execution

4.1 The sub-contractor must perform the work without obstructing or damaging other contractors at work on the construction site. The sub-contractor must take care of all necessary notices and agreements concerning the technical and time-wise course of execution sufficiently and in good time.

4.2 Possible mutual interference that is customary in construction must be accepted by both parties. They are no basis for proceedings for the recovery of damages.

4.3 The sub-contractor agrees to notify the client immediately and in writing of obstructions of any kind that may jeopardise the on-schedule completion of the work; as far as possible, the sub-contractor must try to remove the causes of the disturbance (agreement on site). Announcements of impediments must be in writing even if the impediment is obvious.

4.4 If at any time the sub-contractor has the opinion that due to unforeseen events, difficulties, impediments, or additional work, an extension of the execution deadline is necessary, the sub-contractor must request an extension according to a number of working days from the client immediately after the circumstances become known. If the sub-contractor neglects to make such a request before the mentioned deadline, any right for an extension of the deadline is lost.

The client will make a written decision on the request. The basis for the deadline extension is the respective time evaluation of the services to be performed according to the time schedule.

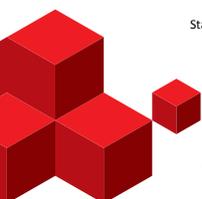
5. Assumption of risk

The assumption of risk will be entirely according to legal regulations.

6. Cancellation of the contract

6.1 The cancellation of the contract will be according to legal regulations.

6.2 If the obligations of the client to the main client to perform the services contracted to the sub-contractor end, the client may cancel the sub-contractor agreement. This does not apply if the client is responsible for the reasons for the cancellation of the obligation, knew of



these reasons at the time of signing the sub-contractor agreement, or could have known these reasons by acting with the necessary care. Minor negligence is not responsibility of the customer.

- 6.3 In case of cancellation according to paragraph 6.2 sentence 1 of these regulations, the performed services must be billed according to contractual prices; in addition, the sub-contractor must be reimbursed for the costs that have already been incurred by the sub-contractor and that are included in the contractual prices of the services not performed; further claims of the sub-contractor are excluded.

7. Liability

- 7.1 If, on request of the sub-contractor, parts of the contract awarded to the sub-contractor are contracted out to other sub-contractors, all sub-contractors are liable jointly and severally. Furthermore, the sub-contractor is liable to the client for all damages due to shortcomings in the work or shipment that the sub-contractor is responsible for. The same applies to other responsible violations of the contractual obligations of the sub-contractor.
- 7.2 The sub-contractor is responsible for all damages caused by his/her work or the work of his/her auxiliary person to the construction, to existing system parts, to the plot of land or the neighbouring properties, or to third parties. The sub-contractor agrees to keep the client from any damages arising to the client or third parties from non-compliance with these obligations.

8. Take-off

Acceptances are issued only by the client. Partial acceptances are not permitted. The found shortcomings must be written down in a common written protocol. Fictional acceptance is not permitted. The services of the sub-contractor are not accepted until the acceptance of by client. Commissioning or operation is not equivalent to acceptance.

9. Deficiency claims

- 9.1 The sub-contractor accepts full responsibility for the contractual and professional, technically flawless, and complete fulfilment of all services according to the state of the art at the time of signing of the contract; furthermore, the sub-contractor guarantees the quality and norm compliance of all materials shipped and used.
- 9.2 A reservation of the deficiency claims for visible or known deficiencies is not necessary at acceptance to maintain the guarantee claims.
- 9.3 All remedies for deficiencies after using the services may only be performed in agreement with the client and main client.
- 9.4 In addition to the warranty, the sub-contractor is obligated to ensure that spare parts will be available for the delivered services for a period of 10 years after the acceptance.
- 9.5 Payments by the client – regardless of type – are not equivalent to acceptance of the flawlessness of the sub-contractor's services.
- 9.6 After the acceptance of the deficiency remedy services, the new statutory period of limitation defined in the negotiation protocol begins for the deficiency claims for the parts and materials used for the remedy; provided that the sub-contractor has been legally obligated to repair defects.
- 9.7 In the case that insolvency proceedings are opened on the assets of the sub-contractor, insolvency proceedings are rejected for the lack of assets, the sub-contractor discontinues payments, or the client cancels this contract for an important reason, the sub-contractor immediately cedes any deficiency claims against the sub-contractors and suppliers used by the sub-contractor in the scope of this contract. This cession is a security and is irrevocable. The client accepts the cession. The sub-contractor must supply the client with a list of the sub-contractors and suppliers, including the individual service areas.
- 9.8 The cession by the client of warranty claims arising from this contract is permitted.

10. Contractual penalty

The client can also assert contractual penalty claims according to the contractual agreements until the final payment.

11. Payment

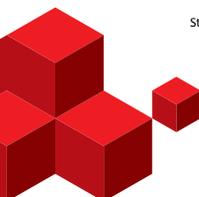
- 11.1 Payment is due within 30 days of receipt of a reviewable invoice from the sub-contractor.
- 11.2 The acceptance and the payment of the final invoice does not preclude reclaims due to erroneously calculated services and claims. A cancellation of the enrichment cannot be asserted.
- 11.3 A cession to a third party of the sub-contractor's claims arising from the contract is not permitted without written agreement of the client.

12. Sub-contracts

- 12.1 The sub-contractor is only permitted to sub-contract significant parts of the contract to other sub-contractors with the permission of the client. For this purpose, the sub-contractor must obtain the expressive approval by the client and prove the suitability of the contractor with corresponding documentation (e.g. reference lists, reference visits).
- 12.2 When sub-contracting, the sub-contractor must base the sub-contract on all contractual regulations and obligations.
- 12.3 When services are assigned to other sub-contractors, it is the responsibility of the sub-contractor to assure contractual execution, oversee the services of this sub-contractor, and ensure timely completion. Acceptance of the services by the client will only be given after verification and acceptance by the sub-contractor

13. Right of use

- 13.1 With the creation or processing, the client obtains the irrevocable, time-wise and region-wise unlimited, and exclusive right to use the contractual services and other services in any application. In particular, the client has the right to duplicate, to modify, and to report publicly on the services without special permission of the sub-contractor.



- 13.2 The software (program and handbook) provided by the client in the scope of this contract is copyrightable. The client has the sole rights to the software in the relation between the contract parties. Should the rights be property of a third party, the client is in possession of the corresponding exploitation rights.
- 13.3 After completion of the contract, the sub-contractor may modify, use, or make available to third parties the provided software including modifications only with the written permission of the client. All programs, documentation, and other documents given to the sub-contractor by the client must be returned or deleted or destroyed.

14. Miscellaneous

14.1 Employment of workers

When performing the contract work and when sub-contracting work to other sub-contractors, the sub-contractor will comply with regulations for fighting illegal employment, in particular illicit work, illegal cession of workers, illegal employment of aliens, and service abuse.

14.2 Confidentiality

The sub-contractor agrees to keep the contract, the work, and the assembly of the system confidential and not to name the operator unless the proper fulfilment of the contract makes the revelation necessary in the company. Before inclusion of the system in the reference list of the sub-contractor, the acceptance of the client is required. Publication of the sub-contractor (regardless of form) concerning the project are only permitted with previous written permission from the client.

14.3 Customer protection

The sub-contractor agrees to refrain from establishing direct contract relations in connection with the project with the client's main client for a period of 3 years. This applies to maintenance, service as well as repair, extension, or addition to the project

14.4 Labeling

The contracted system/system component will be delivered without a manufacturer's label unless required by law. The labeling of the system will only be done with the client's labels.

14.5 Written form

All agreements must be made in writing. Additional verbal agreements are not made. Alterations and additions to this contract must be in writing.

14.6 Salvatoric clauses

If one clause of these special contractual conditions or of another part of the contract is or becomes inoperative or is incomplete, the inoperative clause must be replaced by a clause that is suitable for the legal and economic interest of the contract parties and comes closest to the content and the economic aim of the contract. The other regulations remain in effect.

14.7 Place of jurisdiction

The place of jurisdiction for all disputes arising from, and in connection with, this agreement is the customer's place of residence, as long as the sub-contractor is merchant.

