DAIMLER TRUCK

Commodity-Specific Contractual Terms and Conditions of Daimler Truck AG for Architectural and Engineering Services

Version 11/2026

Commodity-Specific Contractual Terms and Conditions of Daimler Truck AG for Architectural and Engineering Services only to be used with architects, engineering firms, planning firms or persons or companies who are exercising their commercial or independent professional activity when concluding the contract (hereinafter "Contractor"). The following terms and conditions of Daimler Truck AG (hereinafter "Client") shall apply exclusively. The Contractor and Client are hereinafter referred to collectively as "Parties" and individually as a "Party".

1. Contractual provisions

1.1 Unless otherwise agreed in writing between the Parties, the following provisions shall become part of the contract in the following order (all provisions agreed between the Parties hereinafter referred to as "Contractual Component/s"):

1.1.1 Order, call-off and/or purchase contract

1.1.2 These Commodity-Specific Contractual Terms and Conditions of Daimler Truck AG for Architectural and Engineering Services of which the incorporation of the German Official Scale of Fees for Services by Architects and Engineers (Verordnung über die Honorare für Architekten- und Ingenieurleistungen HOAI) is an integral part

1.1.3 Special Purchase Conditions Non-Production Materials for Work and Services in the version 12/2024

1.1.4 General Purchase Conditions Non-Production Materials in the version 12/2024

1.1.5 The purely technical description of services (excluding all commercial and legal components)

1.1.6 The recognised rules of construction/technology applicable at the time of acceptance, in particular the European Standards (EN) of the European Committee for Standardisation (CEN) or the European Committee for Electrical Standardisation (CENELEC) as well as all DIN standards of the German Institute for Standardisation (Deutsches Institut für Normung e.V.); the ISO standards, the VDI, VDE, VDS regulations, the guidelines and regulations of the respective trade associations and the relevant manufacturer's guidelines and regulations, the building regulations of the German Institute for Standardisation e.V. introduced by the building supervisory authorities. If and insofar as DIN standards or other aforementioned regulations do not correspond to the recognised rules of architecture/technology, the DIN standard or the aforementioned regulation shall not apply. In this case, the services are to be provided in accordance with the recognised rules of architecture/technology.

1.1.7 All TÜV/DEKRA regulations, all relevant public-law regulations and laws and ordinances, local bylaws relating to the construction project, as well as the regulations and requirements of all private or public utility providers.

1.2 Any ambiguities, incompleteness, contradictions and other questions of doubt within the individual Contractual Components shall primarily be resolved by interpreting the Contractual Components in accordance with sections 133, 157 German Civil Code (BGB) on the basis of the task at hand. In case of doubt, the Contractual Components describing the services are initially understood - in the sense of a rule of interpretation - to be mutually complementary. Any gaps or omissions in primary Contractual Components are to be filled with details from secondary Contractual Components.

1.3 Deviating offer conditions of the Contractor, any preliminary contracts, records not listed under 1.1 or other correspondence, in particular in connection with the conclusion of the contract, are not Contractual Components. Furthermore, the Contractor's general terms and conditions, in particular conditions for delivery, assembly, sale and/or payment shall not become Contractual Components, even if they are not expressly rejected by the Client.

1.4 In the performance of its services, the Contractor shall cooperate and coordinate with the responsible departments of the Client and the other architects, engineers and specialists involved in the construction project, provide them with information in good time and allow them to inspect its documents and provide documents so that they can perform their services properly. It must draw up its plans taking into account the services of all parties involved in the construction project.

1.5 In the event of differences of opinion between the Contractor and/or the other parties involved in the construction project, the Client's decision must be obtained in writing without undue delay.

1.6 The Contractor shall inform the Client in writing in good time if contributions from other project participants are required for the provision of its services. The Contractor shall notify the Client without undue delay in writing if the progress of the project is delayed and suggest suitable countermeasures.

1.7 The Contractor shall inform the Client without undue delay of the negotiations conducted by it and its correspondence. Upon request, it must provide written information on the status of its services at any time.

1.8 The documents submitted to the Contractor and the services provided by the Client and other project participants do not release the Contractor from its obligation to independently review these documents and the services of the other project participants based on them.

2. Contractor's work and services

The Contractor's scope of services and its obligations result from the Contractual Components, in particular the contractually agreed description of services and the agreed project objectives (planning and monitoring objectives). In this respect, the Contractor is obliged to perform all necessary and appropriate services for the project that are required to achieve the project objectives and for the complete, unrestricted, economically optimised, defect-free and timely implementation and completion of the project.

The Contractor shall protect the rights and interests of the Client within the scope of the services assigned to it. It may not represent the interests of third parties. The Contractor is not authorised to represent the Client in legal transactions unless it has been expressly authorised to do so by the Client. In particular, it is not authorised to place orders, instruct supplementary work, declare acceptance or amend contracts, enter into financial obligations for the Client or order cost-increasing measures. However, insofar as required by the contract, the Contractor is entitled and obliged to protect the rights of the Client and, in this context, to issue the necessary instructions to those involved in the project.

2.1 Monitoring and coordinating the performance of others

2.1.1 The Contractor shall at least check the plausibility of the results of existing planning services and expert services; the inspection obligations increase when such services are integrated. By plausibility check, the Parties mean reviewing the documents for omissions, contradictions (including contradictions with statutory or official regulations) or errors. The Contractor shall notify the Client of such deficiencies without undue delay, unless the Contractor is required to remedy the relevant deficiency at its own expense as part of its services. The Client must also be informed of this in advance in all cases.

2.1.2 The Contractor may only object to the fact that the Client or other parties involved have not performed their obligations – in particular advance services for the Contractor – or have not performed them properly, and that the Contractor is thereby prevented from performing its services, if and to the extent that it has notified the Client of this hindrance in writing without undue delay, unless the hindrance is obvious. Notwithstanding this notification, however, the Contractor shall be obliged to take all necessary steps on its own responsibility to remedy the disrupted planning process within the scope of its contractual services.

2.1.3 The Contractor shall notify the Client without undue delay in writing of any concerns regarding the suggestions, instructions and services of third parties involved in the project.

2.2 Duty to provide information and to inform

2.2.1 The Contractor shall provide comprehensive information at any time at the request of the Client without remuneration. The Contractor shall regularly report to the Client on the content and progress of its services, in particular the time schedule and, without undue delay, all events affecting the planned content and progress of these services. In particular, it must answer questions that are essential for the Client's decisions without undue delay. This includes providing all correspondence with third parties and all plans and other documents - in particular permits, authorisations, official certificates, attestations, etc.

2.2.2 The Contractor shall inform the Client without undue delay in writing of any circumstances of which it may become aware in the course of providing its contractual services and which may give rise to claims against third parties, such as other professionals involved in the planning or companies commissioned with the construction work.

The assertion of such claims is the responsibility of the Client. The obligations under the above clauses shall apply until the expiry of the limitation period for the Client's claims for liability for defects against the Contractor.

2.3 Participation of the Contractor in the Client's decision making

2.3.1 The Contractor shall request the necessary acts of cooperation, declarations and decisions from the Client in good time and establish the conditions for the Client's decision within the scope of its services. The Contractor shall take into account that the Client requires sufficient time, generally at least seven (7) calendar days, to review the facts and assess the proposed decision/course of action.

2.3.2 The Contractor shall perform its services in accordance with the instructions and suggestions of the Client and shall notify the Client without undue delay in writing of any concerns pursuant to clause 2.1.3, of whatever nature, and submit alternative proposals.

2.3.3 If the Client deviates from the Contractor's proposals despite being informed otherwise and presented with alternatives by the Contractor, the Contractor shall inform the Client in full in writing of the consequences of its decision.

2.3.4 The Contractor shall discuss the result of each phase of work with the Client. This does not constitute acceptance.

2.4 Documentation and archiving

2.4.1 The Contractor shall document all processes relevant to costs and deadlines and the updating of the main planning objectives in a way that is comprehensible for the Client. Unless otherwise agreed, planning services are to be provided in accordance with the Client's requirements. The current version of the AVA programme used by the Client must be used for tendering, awarding and invoicing services.

2.4.2 The Contractor shall prepare all of the original copies of the documents provided to it and the documents prepared by it additionally on data carriers in pdf, word, Excel, dwg and other common formats as requested by the Client, provide them to the Client and archive them in a systematised manner. The coding of the planning documents and documents as well as the layer structure must be agreed with the Client in advance. The documents provided to the Contractor shall be returned to the Client at the latest after fulfilment of the order. The project documents prepared by the Contractor and other project documents shall be handed over to the Client in an organised manner.

2.4.3 If the Client does not request them earlier, the Contractor shall be obliged to retain all project-related documents for ten (10) years after acceptance of the last services provided by the Contractor in the last stage of the project and to grant access to project-related documents and provide copies. It must offer them to the Client for collection at least four (4) weeks destroying them.

2.5 Coordination and meetings/jour fixe

The Contractor shall coordinate its services closely with the Client, regularly and continuously, in terms of both content and scheduling. The Contractor shall explain the work results already achieved and the further work plan resulting from this.

The Contractor is obliged to participate in meetings (jour fixes/construction meetings) relating to its services or the project topics on which its services are based, unless otherwise stipulated in the contract. The Client or, at its request, the Contractor shall prepare minutes of each meeting in which at least all statements by the contracting parties and key decisions and determinations shall be recorded. In addition, the Contractor shall be obliged to keep minutes of meetings with other parties involved in the planning or with third parties and submit the minutes to the Client for information purposes no later than two (2) working days after the meeting.

3. Extension of the contract (commissioning by stages)

3.1 The written form is a mandatory requirement for the extension of the contract by the Client if commissioning by stages has been agreed. Further services shall be provided in accordance with the provisions of this contract. There is no legal entitlement to an extension of the contract, i.e. the Client may refrain from an extension of the contract in full or in part, for whatever reason.

3.2 The contract can also be extended in several parts to include additional services at the individual stages. This applies both to individual partial services and to individual systems, system groups or individual construction phases or components. The Contractor is required to perform the work, even if the contract extension does not correspond to the sequence and scope of the stages. The Contractor shall communicate any concerns regarding an extension of the contract pursuant to clause 2.1.3.

3.3 The Contractor shall be obliged to inform the Client in good time of the need to extend the contract (service call-off). If, despite timely notification by the Contractor of the need for further commissioning on the part of the Client, further services are called off in such a way that the Contractor cannot meet the contractual deadlines, the deadlines shall be extended, adding the period until further services are called off and shall be deemed new contractual deadlines. The deadline will not be postponed if notification is not made in good time insofar as the Contractor is responsible for this.

3.4 The Contractor may not assert any claims for fee increases, e.g. sections Fee Schedule for Architects and Engineers (HOAI) sections 648, 642, 304 German Civil Code (BGB) or for damages due to the commissioning by stages, in the sense of the contract extension, even if there are time periods between the individual instructions or if services are not called off. This applies accordingly if the Client calls off several stages in full or in part simultaneously and the Contractor must provide the services simultaneously. The same applies if a stage or services of a stage are called up prematurely. Claims arising from section 313 German Civil Code (BGB) remain unaffected, taking into account this contractual allocation of risk.

4. Drawings/plans

Depending on the agreed service, the Contractor shall sign the drawings produced as “plan author”, calculations, descriptions and other preparatory work as “author” or “preparer” or “reviewer”, with the date in each case. It thereby assumes responsibility for their content, also towards third parties, e.g. authorities. For surveying services, it confirms in particular that it has verified or checked the documents provided itself in a separate work step. All results must be presented in a verifiable form with the necessary explanations. Amended plans must be labelled with a continuous amendment index.

5. Right to issue instructions; changes and additions to work and services

5.1 The Client is entitled to instruct the Contractor to make a change to the agreed work result or a change that is necessary to achieve the agreed work result in accordance with the following provisions. The statutory provisions, in particular sections 650b and 650c German Civil Code (BGB), apply to changes and to the Client’s right to issue instructions. Section 1 (3) and (4) German Construction Contract Procedures, Part B (VOB/B) and section 2 (1), (3) - (9) German Construction Contract Procedures, Part B (VOB/B) shall not apply. In all other respects, the following provisions apply to changes.

The Contractor accepts it as an ancillary contractual obligation within the meaning of section 241 (1) German Civil Code (BGB) in all cases in which it wishes to claim payments in excess of the agreed fee from the Client, i.e. in particular (but not only) in all cases pursuant to sections 304, 650b, 650c, 642, 670 and 812 ff. German Civil Code (BGB), in each case without undue delay to

- inform the Client of this circumstance and
- provide the Client with as accurate an estimate as possible of the amount of such payments,

to enable it to check whether additional costs can be avoided.

5.2 The changes that the Client can instruct the Contractor to carry out also include changes to the contractual requirements, changes to construction or planning circumstances and assigning additional services (but not changes to the due date of the contractual services (time of performance pursuant to section 271 German Civil Code (BGB)), changed specifications (rescheduling/planning changes) or multiple planning (also within the meaning of section 10 Fee Schedule for Architects and Engineers (HOAI)), if and to the extent that it is reasonable for the Contractor in the individual case.

5.3 If the Client wishes to request a change in the above sense (hereinafter “Change”), it must first request the Change and describe what is desired. This can be done using plans, texts or specific information; it is sufficient that the requested Change is made sufficiently clear to the Contractor (“Change Request”). The Change Request can be made informally. This does not entitle the Contractor to refuse performance in whole or in part or to discontinue work.

5.4 If a Change Request from the Client is received or instructions are received which are to be carried out without a prior Change Request (see 5.8), the Contractor shall be obliged to submit to the Client free of charge within a reasonable period of time, generally within one (1) week of receipt of the Change Request, an offer for the additional or reduced remuneration for the additional or reduced costs and effort associated with the Change which has been requested/ordered, but if it concerns a Change to the agreed work result, only if the Contractor can reasonably be expected to implement the Change. If the Contractor claims that the Change is unreasonable due to internal procedures, it shall bear the burden of proof in this regard.

Upon receipt of a Change Request from the Client in accordance with section 650b (1) sentence 1 German Civil Code (BGB), the Contractor assumes the contractual secondary obligation to notify the Client in text form without undue delay of any objections to the reasonableness of the Change Request, any reservations about the Change (including its necessity), and any necessary cooperation on part of the Client and any effects on the construction period.

If the Change is unreasonable in the Contractor’s view, it must indicate this without undue delay, generally no later than within three (3) working days after receipt of the Change Request or the instruction. If the Contractor does not assert that the Change is unreasonable within this period, it shall be rebuttably presumed that the Change is reasonable for the Contractor. If the presumption is later rebutted and the Contractor has culpably failed to notify the Client in due time that the Change is unreasonable, the Contractor shall be liable to the Client for the damage incurred by the Client as a result.

The offer must be prepared as a written document and attached to an email as a PDF. If communication with the Client takes place through a platform specified by the Client, the PDF must be posted on the platform instead of by email. Unless otherwise agreed, the email or message must be sent via the platform to the Client's project managers and the Client's purchasing department directly as addressees, and not in "cc".

If the Contractor is unable to send the offer electronically as described above, it must be sent in writing to the aforementioned persons. The supplementary offers must be numbered consecutively and the order number of the main order must be stated.

5.5 The Contractor shall submit its offer for the changed services in text form, insofar as the Changes relate to basic services within the meaning of the Fee Schedule for Architects and Engineers (HOAI), in accordance with the respective applicable version of the Fee Schedule for Architects and Engineers (HOAI), distinguishing them from the contractual services. In all other respects section 650c German Civil Code (BGB) applies accordingly.

5.6 After submission of the proper offer or, if an offer is not required, immediately upon receipt of the Change Request/the instruction, the Parties shall agree on the service to be performed and its remuneration, if possible. Immediately after an agreement has been reached on the service to be performed and - insofar as remuneration can be claimed - also on the remuneration, the Contractor shall be obliged to commence performance, unless the Change Request, or where a Change Request is not required, the instruction, indicated a different time of performance or the Parties have made agreements on the time of performance.

5.7 If an agreement has not been reached on the service to be performed and/or its remuneration within thirty (30) calendar days of receipt of the Change Request by the Contractor, the Client shall be entitled to unilaterally instruct the Contractor in text form or in writing to carry out the Change. The Contractor shall then be obliged to comply with the instructions within a reasonable time specified by the Client at its reasonable discretion or, if a time of performance has not been specified, immediately if the Change is reasonable for the Contractor. If the Contractor claims that the instruction to implement the Change is unreasonable due to internal procedures, it shall bear the burden of proof in this regard. Clause 5.4 applies accordingly with regard to the provisions on unreasonableness. If the instruction to implement a Change is only unreasonable with regard to the time of performance, a reasonable and customary time of performance shall be deemed to be owed; then the Contractor may not refuse to carry out the Change.

5.8 The Contractor must immediately comply with any reasonable instruction received within thirty (30) calendar days of receipt of the Change Request or without prior Change Request in the following (alternative) cases:

a. If there is a Change for which the Contractor is not entitled to remuneration for increased expenditure in accordance with section 650c (1) sentence 2 German Civil Code (BGB).

b. In the event of imminent danger. This is particularly the case if there is a risk of property damage or financial loss totalling more than 5 % of the order value or more than EUR 10,000.00 or personal injury.

c. If, according to the specific circumstances of the individual case, it can be assumed that an agreement on the service to be performed and its remuneration has been reached or has failed.

d. If the Contractor has not submitted a proper offer in accordance with clause 5.7 in good time or only inadequately in terms of content and does not submit a proper offer after a grace period has been set by the Client, unless the Contractor is not responsible for this.

e. If the Contractor seriously and definitively refuses to submit an offer in accordance with section 650b (1) German Civil Code (BGB).

f. If the Contractor seriously and definitively refuses to try to reach agreement on the Change and the additional or reduced remuneration to be paid as a result of the Change in accordance with section 650b (1) sentence 1 German Civil Code (BGB).

g. If the Contractor waives compliance with the deadline or requests that the Client issue an instruction.

h. If insisting on the 30-day period in accordance with section 320 (2) German Civil Code (BGB) would be contrary to good faith under the circumstances, in particular due to the relative insignificance of the claim for additional remuneration.

i. If it would be necessary to dismantle work carried out during the 30-day period or, to avoid this, to order that construction be stopped.

j. If waiting for the period of thirty (30) calendar days is more likely than not to lead to a delayed start of production (insofar as specified in the Contractual Components pursuant to clause 1.1) and consequently to serious disadvantages for the Client and there are no clearly overriding interests of the Contractor in waiting thirty (30) calendar days.

The reasons justifying why the instruction/s are to be implemented earlier must be stated in text form together with the instruction/s. The further requirements in accordance with section 650b (2) sentence 2 and sentence 3 German Civil Code (BGB) remain unaffected. Insofar as it has not yet done so, the Contractor is entitled at any time to submit its offer pursuant to section 650b (1) sentences 2, 5 German Civil Code (BGB), even in the event of instructions by the Client which are to be implemented earlier. The Parties shall continue to seek an agreement subsequently on the Change and the additional or reduced remuneration to be paid as a result of Change, without prejudice to any instruction already issued.

5.9 In accordance with the provisions governing the Client's right to issue instructions pursuant to section 650b (2) sentence 1 in conjunction with (1) no. 1 German Civil Code (BGB), the Client may instruct the Contractor to make Changes to the manner of execution, in particular to the agreed construction process or the construction process chosen by the Contractor, but not to the due date of the contractual services (time of performance pursuant to section 271 German Civil Code (BGB)). The Contractor may object to the instruction if it conflicts with legitimate operational interests. Insofar as this results in services subject to remuneration, the price shall be determined in accordance with the provisions in clause 5.5. The above provision shall apply accordingly to changes in the production capacities used by the Contractor, i.e. in particular to instructions to increase the personnel used by the Contractor. Any statutory rights to issue instructions pursuant to section 650b German Civil Code (BGB) with regard to the construction process or the time of performance or the production capacities utilised by the Contractor shall remain unaffected by the above provisions.

6. Period during which work is performed

6.1 The Client shall be entitled to set the Contractor reasonable deadlines for the provision of services - including for partial services - at its reasonable discretion in accordance with section 315 German Civil Code (BGB) if an amicable agreement cannot be reached between the Parties. If it becomes

apparent that the contractual deadlines cannot be met, the Contractor shall be obliged to inform the Client of this immediately and comprehensively, to coordinate adjustment measures with the specialist planners and to submit optimisation proposals to the Client which are suitable for ensuring that the deadlines are met as far as possible. If the Contractor is in default with the provision of services, the Client may set a grace period and, if this expires without result, the Client may terminate the contract for good cause (section 648a German Civil Code (BGB)). Further rights of the Client, in particular to rescind the contract or to claim damages instead of performance, remain unaffected.

6.2 The Client shall be entitled to subsequently change dates or execution deadlines at its reasonable discretion in accordance with section 315 German Civil Code (BGB) if it becomes necessary to adapt to the progress of the construction project and if it is reasonable for the Contractor, taking into account its operational and economic interests. An agreement on this must be reached with the Contractor.

7. Fees

7.1 The Contractor's remuneration shall be determined on the basis of the chargeable costs in accordance with the cost calculation pursuant to the Fee Schedule for Architects and Engineers (HOAI) in the version applicable upon conclusion of the contract and as agreed in the order. This also applies to fee adjustments as a result of the provisions in clause 5.

7.2 Fee agreements and fee adjustments must be agreed in text form.

7.3 If the letter of engagement does not address the ancillary costs, then the ancillary costs have already been taken into account when determining the planning fee and are thus compensated.

7.4 The basis of calculating the fees in accordance with the Fee Schedule for Architects and Engineers (HOAI) is the cost calculation agreed between the Client and the Contractor and, if it is not yet available, the mutually agreed cost estimate.

7.5 Insofar as the contractual parties specify a cost target or a upper cost cap, it shall also constitute an agreement regarding condition or quality of the object or work. When setting the upper cost cap, the contractual parties have objectively based their calculations on their experience and knowledge of the expected construction costs using comparable construction cost estimates. As soon as it becomes apparent that there will be additional costs above the upper cost cap, the Contractor must inform the Client without undue delay in writing of the reason and the additional costs in detail, irrespective of other performance obligations and liability. It must also develop savings models and propose them in writing in order to ensure that the costs are adhered to or, if possible, lower and that costs subsequently utilised in the most economical way. The upper cost cap shall be adjusted if the costs change as a result of a change in planning or execution that the Client has instructed or commissioned in writing, or if there are other reasons for this for which the Contractor is not responsible and which it could not have foreseen even on the basis of average expertise, and if the adjustment is reasonable for the Client. A mandatory prerequisite for adjusting the upper cost cap is that the Client has been fully informed in advance and that the Contractor is unable, in consultation with the Client, to offset the cost overrun through other savings while complying with the planning and monitoring targets. An adjustment of the upper cost cap does not exclude the assertion of claims for defects or claims for damages if the services by the Contractor are also defective.

7.6 The fee also covers all services provided by the Contractor before the contract was concluded. The Contractor's scope of services covered by the fee also includes any changes or additions to the plans made at the instigation of authorities involved in the approval process, insofar as they are necessary in order for the basic services to be provided in a defect-free manner. The Contractor's scope of services covered by the fee also includes incorporating the Client's change requests, provided that they are made before the building application is submitted and are covered by the basic services paid for.

7.7 The same conditions apply to additional services or amended services as in the main order.

7.8 The Contractor's services are calculated and agreed in a manner which is not based on time. Extensions to the project duration alone do not entitle the Contractor to additional remuneration. This does not affect claims arising from sections 642 and 313 German Civil Code (BGB).

7.9 Planning changes resulting from legitimate official orders that were foreseeable and avoidable for the Contractor, culpably inadequate planning coordination, updating and detailing of the plan, and cost minimisation measures to meet agreed cost targets shall not entitle the Contractor to additional remuneration. Additional remuneration for necessary revisions to documents that have already been completed, provided that the programme remains unchanged and the requirements have only changed insignificantly, as well as for completions and optimisations, is also excluded, insofar as these services are included in the remunerated basic services.

8. Payments

8.1 The Client shall make progress payments in accordance with section 15 Fee Schedule for Architects and Engineers (HOAI) in conjunction with section 632a German Civil Code (BGB). A payment plan agreed between the Parties shall take precedence.

8.2 In the event of unjustified payments, the Contractor may not claim any loss of enrichment pursuant to section 818 (3) German Civil Code (BGB). If the Contractor does not pay within fourteen (14) calendar days of receipt of a letter of requesting repayment, it must pay default interest at the statutory rate.

8.3 Payments by the Client are made subject to the condition that the work is free of defects and do not constitute an acknowledgement that the Contractor's work or services are in accordance with the contract.

8.4 Unless otherwise specified in the order, the Parties agree that security for claims for defects will be provided in the amount of 5 % of the verified net final invoice amount. In this case, the Client may withhold payments up to the amount of the security. The security for claims for defects agreed between the Client and the Contractor secures the claims and rights of the Client

- for defects (section 634 German Civil Code (BGB)), including those arising from changed and/or additional services,
- from overpayments including interest.

8.5 The Contractor is entitled to provide security in the form of an absolute suretyship from a major German bank or a surety provider. The guarantor must waive the right to deposit and also the defence of set-off in accordance with section 770 (2) German Civil Code (BGB), whereby the waiver of the defence of set-off shall not apply if the Contractor's counterclaim is undisputed or has been declared final and absolute. The claims under the suretyship may not become statute-barred before the secured claims.

8.6 If it is later established by agreement between the Parties or a judgment which is final and absolute that the correct amount of the final net invoice amount is lower than the verified net final invoice amount, the Client shall without undue delay return the security pursuant to clause 8.4 in the amount of 5 per cent of the difference between the net final invoice amount determined to be correct and the verified net final invoice amount.

9. Copyrights

9.1 The Contractor shall grant the Client the irrevocable, exclusive, sub-licensable, transferable and in all respects unlimited right to use all of its services eligible for copyright protection under this contract, in particular to all plans, drawings, software programs and other preparatory work produced as well as to the construction work itself, irrespective of whether or not copyright protection exists for these documents and irrespective of whether these documents are hard copies or in electronic form. The aforementioned right of use also includes, in particular, the right to replicate the design in the event of destruction and the right to reproduce, publish, distribute, edit and modify the aforementioned documents, including modifying a construction project based on them, as well as the right to incorporate the services into other works. Insofar as it is reasonable to do so, the Client shall consult the Contractor before making significant changes to a work protected by copyright.

9.2 The granting of the aforementioned right of use shall not be affected by the early termination of the contractual relationship.

In the event of early termination of the contract, the Client shall be granted the aforementioned rights of use to all services created up to the date of termination that are eligible for protection under intellectual property law.

9.3 The Client has the right to make publications naming the Contractor as the author.

9.4 The transfer of rights of use shall be compensated with the remuneration stipulated in this contract. This also applies in the event of early termination of the contract.

9.5 Insofar as the Contractor's services are protected by copyright or otherwise, the Contractor guarantees that it is the owner of all rights required for the contractual use and the granting of rights in accordance with clause 9.1 with regard to its services and shall indemnify the Client and those persons who derive rights from the Client against all third-party claims in this respect. The Contractor shall only be entitled to transfer services for the project to sub-planners under the conditions of clause 11 if the Contractor provides the Client with all rights of utilisation and rights of use in these services as described in clause 9.1.

10. Liability and insurance

10.1 The Client's claims for liability for defects and for damages shall be governed by the statutory provisions.

10.2 The Contractor shall, at its own expense, take out (business) liability insurance that also includes environmental liability and environmental damage insurance and shall maintain this insurance for the duration of the contract, including guarantee and warranty periods, with the following minimum coverage amounts for

- personal injury EUR 2,500,000.00 per insured event,

- damage to property and financial loss EUR 2,500,000.00 per insured event,

available at least twice in each insurance year.

The Contractor shall provide the Client with proof that it has taken out the above insurance policies before starting to perform its services and, at the Client's request, also while executing the contract by submitting confirmation of insurance. The Contractor shall not be entitled to (further) payment from the Client until proof of insurance cover has been provided. The Contractor shall notify the Client without undue delay if and to the extent that the insurance cover no longer exists in the agreed amount.

10.3 The Contractor is also obliged to include "previous damage and claims incurred but not reported" (Vor- und Spätschäden) in the insurance, with the proviso that the insurance covers the consequences of breaches that occur from the start of the insurance contract until its expiry, but also the consequences of breaches caused in the period of one (1) year before the start of the insurance if they have not become known to the Contractor by the time the contract is concluded. The insurance company's liability may not end before five (5) years have elapsed since the insurance was taken out.

11. Sub-planners, other professionals involved

11.1 An order may not be subcontracted to sub-planners in its entirety.

11.2 The Contractor shall structure the contracts with the sub-planners in such a way that they comply with the obligations agreed between the Client and the Contractor, in particular with regard to scheduling and cost certainty as well as claims due to faulty planning and insurance obligations. The Contractor must also agree in the contracts with the sub-planners it uses that further subcontracting is only permitted with the Client's consent.

11.3 Communication between sub-planners and the Client shall take place exclusively through the Contractor. However, the Contractor shall ensure that the sub-planners are available at all times for queries from the Client and for meetings with the Client or other project participants.

11.4 The Contractor assigns its claims for performance and claims for defects to which it is entitled against the sub-planners commissioned by it to the Client, who accepts the assignment, as security. This assignment does not affect the Client's claims against the Contractor. The Client authorises the Contractor to assert claims for performance and claims for defects against sub-planners in its own name until such authorisation is revoked for good cause. Good cause justifying revocation is deemed to existing particular if the Contractor is in default towards the Client in fulfilling the relevant contractual claims or if the respective contractual claims of the Client against the Contractor no longer exist. If the Client enters into sub-planning contracts within the meaning of clause 11.5, the assigned claims shall be limited to those claims that have arisen up to the time of assignment.

11.5 In the event of early termination of this contract, the Client shall be entitled to take over the sub-planning contracts concluded by the Contractor in connection with the performance of this contract. The Contractor shall ensure that its contracts with sub-planners include a right of subrogation in favour of the Client. The Contractor undertakes to agree a right of subrogation with all sub-planners by way of a genuine contract for the benefit of third parties.

11.6 The Contractor shall inform and advise the Client of the need to involve other professionals, including specialists (not sub-planners), in good time

so that they can be commissioned for the project without delay. The Contractor shall take into account that the Client requires at least fourteen (14) calendar days, to review the facts and assess the proposed course of action. This must include a written summary of the necessary services to be provided by other professionals.

The commissioning of other professionals or specialists shall be carried out exclusively by the Client. If other professionals or specialists are commissioned, the Contractor must coordinate the services provided by them in terms of technical matters and scheduling, harmonise them with its own services and incorporate them into the planning.

12. Termination

12.1 The Client may terminate the contract in whole or in part at any time in accordance with section 648 German Civil Code (BGB).

12.2 The Client and the Contractor are each entitled to terminate the contract for good cause in accordance with section 648a German Civil Code (BGB). If key planning and monitoring targets have not yet been agreed, the special right of termination under section 650r German Civil Code (BGB) applies.

12.3 Good cause within the meaning of clause 12.2, which entitles the Client to terminate the contract, exists in particular,

12.3.1 if the Contractor seriously and definitively discontinues its services;

12.3.2 if the Contractor ceases its payments, if the Contractor or, where permissible, the Client or another creditor have applied for insolvency proceedings (sections 14 and 15 German Insolvency Act (InsO)), or comparable statutory proceedings, and such proceedings are opened or refused for lack of assets;

12.3.3 if the Contractor is unable to provide proof of liability insurance even though a reasonable grace period had been set;

12.3.4 if the Contractor has not provided a performance bond although it was agreed, and a reasonable grace period had been set;

12.4 If the Contractor is responsible for the reason for termination, only the proven services commissioned up to that point and provided in accordance with the contract and usable shall be remunerated and the necessary ancillary costs demonstrably incurred in this respect shall be reimbursed, insofar as they are reimbursable.

Proof shall only be deemed to have been properly provided if the Contractor provides the Client with a comprehensible list of the services rendered and all planning documents and calculations used. Section 648a (4) German Civil Code (BGB) remains unaffected.

12.5 The Client's claims for defects and for damages shall remain unaffected.

12.6 Termination must be in written form. In the event of termination, the Contractor shall finish its services so that the Client can take over the services and have a third party continue the services. The Contractor is obliged to issue invoices for services in a verifiable manner without undue delay.

12.7 If the Contractor is responsible for a termination for good cause, the Client may also terminate self-contained parts of the service.

13. Limitation period and acceptance

13.1 The limitation period for the Client's claims for defects shall be governed by the statutory provisions. The limitation period for claims for defects begins on acceptance of the services to be provided under this contract, at the latest with the acceptance of the services of service phase 8 - object supervision of the Fee Schedule for Architects and Engineers (HOAI). If services are yet to be provided thereafter (in particular property management and documentation in accordance with service phase 9 of the Fee Schedule for Architects and Engineers (HOAI)), the limitation period begins uniformly on acceptance of the last service.

13.2 Acceptance shall be governed by section 640 German Civil Code (BGB) unless otherwise agreed in writing. A formal acceptance procedure will be carried out for the Contractor's services. The prerequisite for the completion of contractually owed services ready for acceptance is the complete and contractual handover of all owed planning documents (in accordance with the requirements of clause 2.4) and the verbal explanation of the planning content by the Contractor at least fourteen (14) calendar days before the written request for acceptance. The Client shall check whether the Contractor's services have been provided in accordance with the contract and, if so, declare acceptance of the services provided. For this purpose, the Contractor and the Client shall draw up an acceptance report to be signed by both parties. Any defects shall be documented in the Client's acceptance report, indicating the deadline to remedy them by and the amount of any damage.

13.3 Partial acceptances are generally excluded. Only in the event that the Contractor has also been commissioned to provide property and construction supervision as well as project support and documentation in accordance with service phases 8 and 9 of the Fee Schedule for Architects and Engineers (HOAI), may it request partial acceptance in accordance with the above-mentioned rules after completion of service phase 8 of the Architects and Engineers (HOAI).

14. Right to refuse performance

14.1 If the Contractor exercises an alleged right to refuse performance or a right of retention, the Client shall be entitled to avert the assertion of the right of retention through by providing security in the amount of the sum demanded. The costs of the security shall be borne by Contractor if exercising the right of retention was not justified. The security is provided in the form of an absolute suretyship from a major German bank or a surety provider.

14.2 The Contractor is obliged to hand over all plans, calculations or other documents relating to the construction project at any time at the request of the Client. The Contractor shall have no right of retention and/or right to refuse performance in respect of plans and documents.

15. Supplementary provisions

15.1 All documents and declarations must be in German. The same applies to communication on the construction site. If necessary, the Contractor shall provide a translator at its own expense.

15.2 All declarations to be made by the Contractor in connection with the tasks and obligations of this contract shall be made in writing to the persons named by the Client as responsible for the project, unless otherwise specified in this contract. In any case, a copy must be sent to the Client.