DAIMLER TRUCK

Commodity-Specific Terms and Conditions of Daimler Truck AG for Construction Work

Version 11/2026

Commodity-Specific Terms and Conditions of Daimler Truck AG for Construction Work in addition to the German Construction Contract Procedures, Part B (VOB/B)), only to be used with persons or companies who are exercising their commercial or independent professional activity when concluding the contract (hereinafter "Contractor"). The 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 Construction Work of which the incorporation of the German Construction Contract Procedures, Part B (VOB/B)) and German Construction Contract Procedures, Part C (VOB/C)) 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 publiclaw 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.

2. Contractor's work and services

2.1 In addition to the delivery and other services, the Contractor's contractual performance includes the entire manufacturing process and workflow up to the finished, complete and defect-free service in accordance with the description of services on the type of construction, components, building materials and dimensions.

2.2 In this regard, the Contractor shall observe the statutory regulations and official requirements and – unless higher standards are specified in the tender – shall in any case comply with the recognised rules of technology as a minimum standard.

2.3 Unless otherwise specified in the Contractual Components, the Client requires that building materials be used which are harmless to both health and the environment in accordance with the relevant legal and administrative requirements (in particular the European Database for Hazardous Substances in Construction Products (CPDS)). If the Contractor has a choice between different building materials, it must favour sustainable, resource-saving, environmentally-friendly materials which are equally suitable and not hazardous to health.

2.4 The Contractor shall always perform its services in such a way that the Client is guaranteed proper and uninterrupted manufacturing operations on the factory premises and the factory supply. They may not be jeopardised at any time by the Contractor or circumstances attributable to it. The Contractor shall inform itself in good time before performing its services about the Client's manufacturing operations that are to be maintained and the access situation in relation to the provision of its own services and shall take them into account and inform the Client about any possible disruptive effects so that the Client has sufficient time to make the necessary decisions and/or initiate countermeasures. The Contractor is obliged to organise the delivery of building materials just-in-time and, insofar as storage is permitted by the Client, not to unnecessarily block the area of the construction site equipment and facilities with storage material.

2.5 The Contractor is obliged to cooperate with the Client and other third parties commissioned by the Client. The Contractor is obliged to make all necessary arrangements with the Client and its planners, specialist planners and specialised experts, in particular those responsible for

property supervision, its subcontractors, authorities, structural engineers, utility companies and all other parties involved in good time and to coordinate all parties involved in the performance of its services, in particular with regard to the technical coordination of its services and the preparation and implementation of acceptance procedures. The Contractor is obliged to have an authorised representative attend construction meetings of the Client (or its project planner or project manager). The Client shall inform the Contractor in good time about the construction meetings to be attended.

3. Remuneration of work and services

3.1 The remuneration shall be calculated on the basis of the contractual unit prices and the quantities and volumes actually provided according to joint measurement, unless another method of calculation has been agreed, e.g. flat rate, hourly rates or cost price. Unless otherwise agreed, the regular working hours without any surcharge are Monday to Saturday during normal business hours.

3.2 The agreed prices shall cover all necessary work, services and deliveries as agreed in the Contractual Components and in accordance with commercial practice. Section 313 German Civil Code (BGB) remains unaffected. Unless otherwise specified in the Contractual Components, the agreed remuneration shall also cover all additional, protective and auxiliary services necessary to achieve the contractual work result in a professional manner, e.g. frost protection, winter construction stabilisation, protection against precipitation or surface water and other natural forces, heating, protective scaffolding, work scaffolding, irrigation, ventilation, construction lighting, advertisements, permits, fees, etc., provided that it was apparent that they were necessary when the contract was concluded, taking into account all circumstances of the construction project and its intended execution. This also applies if they are recognised as special services in the General Technical Contract Terms and Conditions for Construction Services (ATV) of German Construction Contract Procedures, Part C (VOB/C).

3.3 The services provided by the Contractor and covered by the agreed remuneration include, but are not limited to, the following:

3.3.1 The preparation and handover of a construction site equipment and facilities plan within two (2) weeks of conclusion of the contract;

3.3.2 All obligations under public law regarding disclosure and reporting for its contractual services;

3.3.3 For all services owed by the Contractor, the fulfilment of the necessary prerequisites for their commissioning and commencement of use, insofar as they result from statutory or official regulations issued on a statutory basis or from other Contractual Components (e.g. technical regulations or standards), as well as the submission of the Contractor's declarations;

3.3.4 Revision documentation and as-built documentation in accordance with the recognised rules of technology and the current requirements of comparable construction projects; further requirements defined in the Contractual Components remain unaffected;

3.3.5 Unless expressly agreed otherwise in the Contractual Components: construction, provision, maintenance, dismantling and transport of the construction site equipment and facilities required for the provision of services;

3.4 The entire execution shall be carried out by qualified specialists of the Contractor and its subcontractors.

3.5 The unit prices, flat-rate prices and the prices for contingency items and required items are fixed prices until the Contractor has completed provision of the services. No escalation clauses are agreed for wages or materials. This shall not exclude a price adjustment based on agreed or statutory bases for claims, in particular due to frustration of contract in accordance with section 313 German Civil Code (BGB).

3.6 If a representative of the Client is involved in determining the scope of services, this shall not constitute acknowledgement of a claim for remuneration. The Client expressly reserves the right to review and reclaim overpayments. 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.

3.7 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.

3.8 If the bid did not include a tax exemption certificate (Freistellungsbescheinigung) from the Contractor's tax authority pursuant to section 48b German Income Tax Act (EStG), the Contractor shall provide the Client with such a certificate without undue delay after conclusion of the contract and submit a new one when it expires without being requested to do so. The Contractor agrees to notify the Client without undue delay of any changes made to the exemption certificate by the competent tax office. Until a current tax exemption certificate is submitted, the Client is authorised to make the statutory tax deduction in accordance with section 48 German Income Tax Act (EStG).

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

4.1 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 remuneration 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) or section 6 (6) German Construction Contract Procedures, Part B (VOB/B) 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.

4.2 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)), if and to the extent that it is reasonable for the Contractor in the individual case.

4.3 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, e.g. on the construction site; it is sufficient if 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. If Changes or additional orders from the Client lead to delays, the Contractor must point this out in writing before carrying them out.

4.4 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 4.7), 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 asserts 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.

The offer must comply with the provisions on the pricing of Changes in accordance with clauses 5.2 - 5.5 and be prepared so that the Client can understand the content and check it quickly and reliably on the basis of agreed criteria (proper offer). This also applies to subcontractor services and flat-rate contracts.

If the Client has requested a Change that can only be sufficiently clarified by a plan that is not yet available (“incomplete change request”), the Contractor is obliged to provide a cost estimate without undue delay after receipt of the incomplete change request, to the extent and in the detail possible on the basis of the incomplete change request. This cost estimate must also comply with the provisions of the previous paragraph. The provisions below, which refer to the Contractor’s proper offer, apply accordingly to the cost estimate. Once sufficient planning has been submitted, the Contractor must update its offer accordingly.

4.5 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.

4.6 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 instruction 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 asserts that the instruction to implement the Change is unreasonable due to internal procedures, it shall bear the burden of proof in this regard. Clause 4.4 applies accordingly with regard to the provisions on (un)reasonableness. 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.

4.7 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 clauses 5.2 - 5.5 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) 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.

4.8 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. Section 650c German Civil Code (BGB) applies to the adjustment of remuneration in such cases. The provisions of this clause 4.8 shall apply accordingly to changes in the production capacities used by the Contractor, i.e. in particular to instructions to increase the staff and equipment 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. Insofar as this results in services that are subject to remuneration, the price shall be determined in accordance with the provisions in clauses 5.2 - 5.5, whereby any price changes resulting from instructions related to construction time or instructions related to the construction process may be claimed by the Contractor as part of the justified additional or reduced remuneration.

5. Submission of the Original Calculation, remuneration for changes pursuant to clause 4

5.1 If the total net order amount including optional and required services exceeds EUR 500,000.00, the Contractor shall submit the price determination for the contractual services as a final calculation (hereinafter the "Original Calculation") to the Client without undue delay after the order has been placed. If the total net order amount including optional and required services is less than EUR 500,000.00, the Original Calculation must be submitted at the request of the Client within two (2) weeks of receipt of the request. The Original Calculation must meet the requirements of the Client. If the Original Calculation is not sufficiently detailed or informative in whole or in part for the following derivations to be made from it, the Contractor shall be entitled and obliged to supplement it or provide further details to the Original Calculation to the extent necessary.

5.2 The amount of the remuneration claim (additional remuneration and reduced remuneration) for the increased or reduced expenditure resulting from instruction/s from the Client in accordance with clause 4 shall be determined according to the basis of the price determination for the contractual service and the special costs of the required service on the basis of a calculative update of the individual costs of the partial service and the surcharges for general business costs, construction site overheads as well as risk and profit (remuneration updated on the basis of the Original Calculation). The same discounts and conditions apply as in the main order.

Estimates for construction site overheads and risk are only accepted for supplementary pricing if they have actually been incurred.

The prices agreed for the unchanged contractual services remain unaffected.

It is assumed that the remuneration updated on the basis of the Original Calculation appropriately takes into account the increased or reduced expenditure associated with the change in performance.

5.3 Insofar as no estimates for the change in performance can be derived from the Original Calculation, the Contractor must present the reasonable additional/reduced costs for the Change. The same discounts and conditions apply as in the main order.

The Contractor can prove that it is appropriate, for example, by submitting three offers from subcontractors and/or suppliers for the service in question.

The Client can prove that the offer used by the Contractor is not appropriate by submitting a more favourable offer or by pointing out comparable projects. The most favourable offer submitted by the Client will then be deemed to be the appropriate price.

5.4 Both Parties reserve the right to refute the presumption pursuant to clause 5.2, last sentence, and to demonstrate that the additional or reduced remuneration to be determined using the above rules does not correspond to the additional or reduced costs that are actually necessary. The same applies to the market prices pursuant to clause 5.3. In this case, the additional cost or the reduced cost of the Change compared to the contractual services shall be calculated on the basis of the (additional/reduced) production costs that are actually necessary with appropriate surcharges for general business costs, risk and profit. The same discounts and conditions apply as in the main order.

When determining the change in expenditure based on the actual production costs that are necessary, the difference between the hypothetical costs that would have been incurred without the instruction from the Client and the actual costs that were actually incurred as a result of the instruction must be calculated. This difference is the basis for the remuneration for the changed costs. The construction site overheads must be included in this, not as a surcharge, only at actual cost. The actual costs that are necessary must be presented in the level of detail required for the original calculation.

The surcharges for general business costs, risk and profit must be appropriate. It is not sufficient for the Contractor to just refer to the Original Calculation in order to demonstrate that the surcharge rates are appropriate.

The prices agreed for the unchanged contractual services also remain unaffected by this type of price determination.

5.5 When calculating additional costs for an instruction, the actual costs that are necessary may not be combined with the calculated costs.

5.6 With regard to section 650c (3) German Civil Code (BGB), the Parties agree that in the case of subsequent agreements that affect the construction period, only the remuneration related to the instruction is covered by section 650c (3) German Civil Code (BGB). The offer submitted as the basis for an invoice in accordance with section 650c (3) German Civil Code (BGB) must be in accordance with clauses 5.2 - 5.5.

5.7 The Client may refuse to make progress payments requested by the Contractor pursuant to section 650c (3) sentence 1 German Civil Code (BGB) if they exceed the amount of the agreed progress payments or those determined on the basis of sections 632a and 650c (2) German Civil Code (BGB). The right of refusal in this regard exists insofar as the Client

a) has at its own expense provided security for payment in the amount of the difference between the agreed progress payments or those determined on the basis of sections 632a, 650c (2) German Civil Code (BGB) and the progress payments requested by the Contractor pursuant to section 650c (3) sentence 1 German Civil Code (BGB) through a written, unlimited, unconditional, irrevocable directly enforceable bank guarantee from a suitable guarantor and

b) pays the progress payments determined on the basis of sections 632a, 650c (2) German Civil Code (BGB), but at least the amount based on its last offer within the framework of the negotiations on the Changes when due.

The only “suitable guarantor” in the above sense is a financial institution authorised to do business in Germany or a credit insurer authorised to do business in Germany.

5.8 The Contractor may request payment of the difference in whole or in part from the Client, insofar as it provides security itself in favour of the Client corresponding to the above claims in the amount of its request to the Client and returns any security already provided by the Client in accordance with clause 5.7 in the corresponding amount. The Client shall reimburse the Contractor for the costs of this security; otherwise section 650f German Civil Code (BGB) remains unaffected. If the Contractor requests security in this respect, it shall return to the Client any security provided by the latter in accordance with the above provisions, insofar as it covers the amount requested by the Contractor in accordance with the above paragraph.

6. Execution documents

6.1 The Contractor shall request the necessary execution documents from the Client (and its previously named vicarious agents) in good time. It must check them upon receipt and inform the Client (and its previously named vicarious agents) without undue delay in writing of any discrepancies or recognisable incompleteness.

6.2 The Client (and its previously named vicarious agents) must be informed without undue delay of any execution documents that the Contractor must procure in accordance with the contractual provisions. The Client (or its previously named vicarious agent) is entitled to raise objections to them and reject them (veto right) up until the formal presentation of the execution documents has been completed. The Contractor’s responsibility for its services remains unaffected by this.

6.3 All construction plans and other documents used by the Contractor for execution must contain a written approval note from the Client (or its previously named vicarious agent) with the date. The final status must be agreed with the Client’s site management prior to start of execution.

6.4 Documents that contain an approval note from the Client merely confirm that the existing plans comply with the technical specifications. This does not constitute a detailed inspection, e.g. for freedom from defects (in particular not (partial) acceptance). Even after (planning) approval, the Contractor remains responsible for the accuracy of its planning and the execution based on it.

If the Client does not issue an approval note, it is hereby clarified that the Client’s right to object to the execution of plans that do not comply with the contractual requirements and the right to instruct that Changes be made remain unaffected.

6.5 The Contractor must obtain the permits required under public law for the performance of the contract itself and, if necessary, create the necessary conditions at its own expense.

6.6 The Contractor shall hand over all execution documents to the Client upon request after use.

7. Contractor’s site management

7.1 Unless otherwise agreed, the Contractor shall appoint a responsible, authorised representative (site manager) proficient in German to manage construction work on the construction site, as a specialist site manager within the meaning of the applicable State Building Code, and as a coordinator in accordance with the German Construction Site Ordinance (BaustellV). This person must be sufficiently qualified and ensure at all times that the aforementioned vicarious agents employed by the Contractor are managed professionally and personally and receive direct supervision.

7.2 The Contractor shall inform the Client’s site management in good time of any changes in its representative due to holidays, illness, etc.

7.3 The Contractor shall keep daily construction reports in which the construction process and all significant events are recorded in writing. They must be submitted to the Client’s site manager on the following day. They must contain all information that may be of significance for execution and invoicing, in particular weather, temperatures, number and type of labour/staff working on the construction site, number and type of large equipment used, inflow and outflow of main building material and large equipment, type, scope and location of the work carried out with the essential information on the progress of construction (start and end of large-scale services, concreting times and the like), determination of conditions, acceptances, obstructions and interruptions to execution, work stoppages indicating the reasons, accidents and other important incidents. The Client shall determine the further content requirements and the form of the daily construction reports at its reasonable discretion.

7.4 The Contractor’s representative shall attend all regular construction site meetings and those relating to the Contractor’s trade.

8. Site cleaning

8.1 Unless otherwise agreed, the Contractor must remove all waste and debris arising in connection with its work on each working day. It must sort, transport and dispose of any waste produced in accordance with legal requirements and the technical description of services.

8.2 The Contractor must clean the work areas daily. If several contractors are working on one site, cleaning and waste disposal must be organised and ensured jointly. The arrangement must be drawn up in writing and submitted to the Client.

8.3 If the Contractor does not fulfil the obligation to clean and to dispose of waste after a written request setting a deadline, the Client will instruct a third party to perform these services at the Contractor's expense. In this case, the costs shall be borne by the Contractor. In the event of imminent danger, the Client may have the cleaning carried out at the Contractor's expense without the need for special notification or setting of a deadline. If several contractors are responsible for failure to perform this task, the costs shall be allocated at the reasonable discretion of the Client (section 315 German Civil Code (BGB)). The costs will be deducted from the Contractor's final invoice.

8.4 Any dirt or debris caused by the Contractor on public roads, private roads or open spaces must be removed immediately by the Contractor.

9. Duty to ensure safety, protection of third parties, accident prevention

9.1 The Contractor must take all necessary safety precautions to prevent industrial accidents in connection with its work. The Contractor shall be responsible for maintaining the safety precautions, increasing them if necessary and keeping them available until the end of all work, including while defects are remedied. The statutory requirements and official regulations as well as the Client's operational requirements for occupational health and safety and accident prevention must be observed and complied with. The Contractor shall also ensure that its subcontractors and vicarious agents comply with these requirements. References to individual safety requirements or occupational health and safety provisions in the description of services or other tender documents do not claim to be exhaustive. The Contractor shall ensure that third parties are protected comprehensively (regardless of whether they are employees, visitors, contractual partners, supervisors, neighbours or others) in connection with the entire construction site operated by it and the dangers emanating from it as part of its obligation to ensure safety and professional execution.

9.2 The Contractor shall grant the Client and other third parties commissioned and authorised by the Client (e.g. project managers, architects, engineers) unrestricted access to the construction site/its work area at all times and ensure the necessary safety. The Contractor must observe and comply with the instructions of the safety and health protection coordinator appointed by the Client, and the information and specifications contained in the safety and health protection plan. The Contractor must follow the instructions from the safety and health coordinator (SiGeKo) on construction sites under the Construction Site Ordinance (BaustellV), regardless of who is responsible for appointing and commissioning the coordinator. This shall not affect the Contractor's obligation to independently comply with all duties to ensure safety and all protective and safety measures with regard to all sources of danger arising from it and its subcontractors.

9.3 The Contractor shall bear responsibility and liability in relation to the Client for accidents that occur during the execution of the contract which affect the Contractor itself, the Client or third parties and for which the Contractor is responsible. If damage to persons inside or outside the construction site area or damage to property belonging to the Contractor itself or to buildings, facilities, objects, etc. occurs as a result of a culpable breach by the Contractor of duties to ensure safety, prevent accidents, or of regulations on occupational safety or regulations protecting third parties, the Contractor shall fully indemnify the Client in the event of a claim in this respect. Any further liability of the Contractor shall remain unaffected by this. It shall also be liable for damage incurred by the Client due to construction delays caused by the Contractor's culpable breach of the duty to ensure safety or of safety regulations.

10. Contractor's obligation to inform

10.1 In addition to its obligations under section 4 (3) German Construction Contract Procedures, Part B (VOB/B), the Contractor shall inform the Client in writing of all defects, damage and hazards that have occurred or may occur in connection with its contractual performance. It is therefore obliged to carry out a professional examination of all circumstances, in particular the execution plans, the description of services, the local conditions, the materials or components provided or supplied by the Client, and the services by other contractors, insofar as the Contractor's services are based on or build upon them.

10.2 Before commencing the relevant work, the Contractor must determine whether and where public, private and client-owned supply and disposal lines of any kind could be jeopardised by its work and take all necessary measures to prevent damage.

10.3 If it has already caused damage or if there is a concrete risk of damage, it must notify the Client without undue delay.

10.4 The Contractor shall monitor changes to the quantity estimate on an ongoing basis and inform the Client. If the quantity estimate changes significantly or if 30 %, 60 % and 90 % of the order amount has been reached as a result of services provided by the Contractor, the Client must be informed without undue delay in writing of the quantities expected by the time the order is completed.

11. Construction site equipment and facilities

11.1 Special rules of conduct apply for work performed by the Contractor within plants and branches. The special interests of the company must be taken into consideration to avoid any disturbances. Details can be found in the provisions of the description of services.

11.2 Establishing and using work spaces and storage areas, traffic routes and construction site equipment and facilities shall require the prior written consent of the Client's site management. The same applies to any modification or removal of the Client's installations, equipment or facilities. At the request of the Client, the Contractor shall carry out any necessary relocation of work spaces and storage areas, traffic routes and construction site equipment and facilities during the construction period; unless otherwise agreed, these services are covered by the agreed remuneration.

11.3 If public road areas or neighbouring land are used, the Contractor must obtain the necessary permits itself and take all safety precautions (barriers, fencing, lighting, signage, etc.) at its own expense. Any rent or compensation for use of these areas shall be borne by the Contractor.

11.4 It is not permitted to set up and operate canteens or to provide accommodation for workers on the Client's premises or in the company's parking areas.

11.5 The Client assumes no obligation to store the items brought in by the Contractor.

11.6 Unless otherwise agreed, the Contractor shall bear the costs of installation and maintenance for any connections for water, energy or telecommunications provided by the Client. The type and manner of connection and maintenance shall be determined by the Client at its reasonable discretion.

11.7 The Client has the exclusive right to use the entire construction site and its facilities for advertising purposes free of charge. This applies in particular to the construction fence, external wall surfaces, scaffolding surfaces, other scaffolding and the like. Advertising from the Contractor on the construction site is only permitted with the Client's prior written consent.

11.8 After completion of the work, all areas and facilities used must be returned in their original condition, cleaned and in order.

12. Execution deadlines, contractual penalty

12.1 After the order has been accepted, at the Client's request, the Contractor must submit a detailed construction schedule for the performance of its services within the contractual deadlines and coordinate it with the Client with regard to the binding individual deadlines and have it approved. Provision of this detailed construction schedule is a contractual obligation of the Contractor. The deadlines and dates in the detailed schedule, including interim deadlines, are contractually binding.

12.2 The Client is entitled to instruct the Contractor to implement acceleration measures to a reasonable extent at its reasonable discretion (see clause 4.8).

12.3 If at the time a hindrance occurs, the Contractor is culpably in arrears with its services in accordance with the schedule, impediments shall not be taken into account to the extent that they would have had no impact or a lesser impact on the construction process if the Contractor had performed its services on time.

12.4 All rest days, Sundays and public holidays on which no work is carried out on site are excluded from periods of standstill or hindrance.

12.5 If the Contractor misses deadlines (in particular milestones) or time limits agreed in writing or if the Contractor defaults on its performance in any other way, the Client may demand a contractual penalty unless the Contractor is not responsible for it. This shall amount to 0.1 % of the gross order value for each working day by which the deadline is missed or, in the case of intermediate deadlines/periods, of the service due in each case, but no more than 5 % of the gross order value or, in the case of intermediate deadlines/periods, of the service due in each case. If the Contractor incurs several contractual penalties, they shall be offset against each other. The total maximum limit for all contractual penalties is 5 % of the gross order amount. The Client shall waive the contractual penalty(s) for the Contractor for missing intermediate deadlines/periods provided it adheres to the overall completion date and the Client has not incurred any additional costs as a result of these deadlines being missed. The contractual penalty does not have to be reserved upon acceptance of the Contractor's performance; the Client may reserve the right to assert the contractual penalty until the final payment. Contractual penalties incurred on previous interim periods shall be taken into consideration if subsequent deadlines are not met, so that an accumulation of the individual contractual penalties is ruled out. If the amounts of the contractual penalties for individual missed deadlines or delays differ from one another, the Client shall be entitled to claim the higher daily rate in each case if they are incurred at the same time. Days that were taken into account when contractual penalties were incurred for exceeding interim deadlines shall not be taken into account again if the completion date is exceeded or if there is a delay in completing the contractual services, so that an accumulation of the individual contractual penalties is ruled out. This shall have no effect on the right of the Client to assert claims for damages in addition to the contractual penalty. However, any contractual penalty incurred shall be set off against such claims for damages.

12.6 Agreed contractual penalties shall not lapse if the original deadlines change or a new schedule is agreed. In this case, the agreed contractual penalty shall continue to apply to the amended execution deadlines, provided that the execution deadlines do not change significantly or a completely new schedule is drawn up.

13. Liability and insurance

13.1 Unless otherwise agreed, the Client's claims for liability for defects and for damages shall be governed by the statutory provisions.

13.2 If the Client suffers damage due to joint actions in breach of contract by the Contractor and other parties involved in the construction commissioned by the Client, the Contractor shall be liable together with these parties involved in the construction as joint and several debtors.

13.3 The Contractor is obliged to take out appropriate third-party liability insurance.

14. Acceptance, passage of risk

14.1 After the services are completed, a formal acceptance of the Contractor's services by the Client shall take place in accordance with section 12 (1), 12 (4) German Construction Contract Procedures, Part B (VOB/B). Section 12 (5) German Construction Contract Procedures, Part B (VOB/B) shall not apply. There shall be no partial acceptance. The Client's acceptance certificate must be used for this purpose. Formal acceptance may be waived with the Client's written consent if the value is EUR 5,000.00 or less. The net order value is decisive for determining the value.

14.2 The Contractor shall prepare the acceptance and arrange for all measures that enable the Client to properly assess the acceptability of the work. This includes in particular notifying the Client already while the construction work is being performed if partial services rendered are withdrawn or made more difficult by the further execution of the construction work or otherwise, so that they can be inspected together in good time as part of a determination of conditions in accordance with section 4 (1) German Construction Contract Procedures, Part B (VOB/B). The determination of conditions has no legal effect on acceptance. The remedy of any defects identified in the process must begin without undue delay. All commissioning and/or test runs of technical systems or machines must be arranged in good time before acceptance so that their smooth functioning and acceptability can be assessed at the time of acceptance. The Client's staff operating such systems or machines must be instructed and receive adequate training in the operation of all technical equipment and machinery in good time before acceptance. The Client must be provided with all documents that are of significance for the contractual conformity, usability, functionality and for the assessment of acceptability of the contractual object. This includes records of mandatory acceptance by authorities, TÜV or other responsible monitoring bodies. All measures in preparation for acceptance are part of the Contractor's contractual performance and are covered by the contract prices.

14.3 If an official acceptance or acceptance by experts required by law or other parts of the contract (in accordance with clause 1.1), such as technical regulations, e.g. TÜV, VDS or comparable acceptance is required, provided that it is relevant and necessary for the contractual work, then it is a prerequisite for carrying out the legal acceptance procedure; this does not apply if failure to have it only constitutes an insignificant defect (section 640 (1) sentence 2 German Civil Code (BGB)) or if there is an entitlement to the respective official acceptance, or TÜV, VDS or comparable acceptance and the Contractor is not responsible for the delay in its occurrence.

14.4 At the latest with the request for acceptance, the following documentation shall be handed over to the Client as a file in a file format (if created by the Contractor: editable, i.e. .dwg, .dxf, .plt, .xlsx etc., otherwise pdf) and at least in duplicate as a paper copy at the Contractor's expense:

- calculations and planning documents prepared by the Contractor,

- inventory and revision documentation,
- TÜV, VDS or comparable acceptance reports or official acceptance reports, test certificates and approvals in individual cases, measurement reports, static verifications,
- declaration by specialists,
- operating instructions, care and maintenance instructions from the manufacturer, maintenance schedules,
- brochure documents from manufacturer, declaration of conformity to the manufacturer's guidelines.

Section 640 (1), second sentence, German Civil Code (BGB) remains unaffected. The Contractor shall bear the costs of the inspections of the contractual services by third parties required by law or in accordance with the Contractual Components pursuant to clause 1.1, and for inspection confirmations.

14.5 The legal consequences pursuant to section 640 (2) German Civil Code (BGB) shall only apply if the Contractor has informed the Client, together with the request for acceptance, of the consequences of not declaring acceptance or refusing acceptance without indicating defects; this information must be provided in text form. The time limit to be set in accordance with section 640 (2), first sentence German Civil Code (BGB) is at least twelve (12) working days (Mon to Sat).

14.6 The request by the Contractor to determine the condition in accordance with section 650g (1) German Civil Code (BGB) must be made in text form.

14.7 Work to remedy defects must also undergo a formal acceptance procedure.

14.8 Bearing of risk is based on section 644 German Civil Code (BGB). Section 7 German Construction Contract Procedures, Part B (VOB/B) shall not apply.

14.9 Systems that must be operated and/or monitored shall be operated by the Contractor on its own responsibility until acceptance. The Contractor shall also carry out any necessary servicing/maintenance on its work until acceptance.

15. Liability for defects

15.1 Unless otherwise agreed, defects in construction work shall become statute-barred after five (5) years. A limitation period of ten (10) years shall apply to the Client's claims for defects for the impermeability of the roof and façade as well as for all water and moisture seals. Section 13 (4), (6) and (7) German Construction Contract Procedures, Part B (VOB/B) shall not apply.

15.2 Work that is recognised as defective or contrary to the contract during execution and before acceptance shall be replaced by the Contractor with defect-free work at its own expense. Section 4 (7) sentence 3 German Construction Contract Procedures, Part B (VOB/B) is waived in its entirety. The Client's right to terminate the contract for good cause in accordance with section 648a German Civil Code (BGB) remains unaffected.

15.3 If a defect in the Contractor's work becomes apparent after acceptance, the Contractor shall begin to remedy the defect within a reasonable period set by the Client. The Contractor is obliged to notify the Client within this period if it is unable to do so for justified reasons.

15.4 It is not necessary to set a deadline to remedy defects in the cases of both in clause 15.2 and clause 15.3 if the Contractor refuses to remedy the defect or if setting a deadline is unreasonable for the Client, e.g. with regard to uninterrupted manufacturing or to minimise damage. Section 636 German Civil Code (BGB) remains unaffected. In such cases, the Client may remedy the defect itself or have it remedied by a third party. The Contractor will bear any costs thereby incurred. The Client shall inform the Contractor adequately about the remedying of defects.

15.5 All subsequent work to remedy defects after the building has been commissioned may only be carried out in consultation with the Client/user. Work to remedy defects is to be performed with consideration for the operational needs of the Client or the user – if necessary also outside regular working hours without any entitlement to additional remuneration.

15.6 The Client may request that a joint inspection of the work be carried out before expiry of the limitation period for material defects.

16. Assignment of claims for performance, liability claims and claims for defects

16.1 The Contractor hereby assigns to the Client by way of security all existing and future claims for performance, liability and defects to which it is entitled against third parties (in particular against subcontractors and/or other vicarious agents) in relation to its services up to the amount of any (future) claims of the Client against the Contractor arising from this contractual relationship. The Client hereby accepts such assignment. This shall not constitute a release of the Contractor from its own warranty obligations towards the Client. Until the Client notifies the Contractor to the contrary, the Contractor shall remain authorised and obliged to enforce the assigned claims in its own name and for its own account on behalf of the Client. In addition to its obligation to remedy defects itself, the Contractor shall be obliged to monitor any measures taken by its subcontractors to remedy defects, to pursue any liability claims against them and to have any defects that may occur during the warranty period identified and handled by suitable specialists or experts. Irrespective of its own responsibility, the Contractor shall in particular take all necessary measures to suspend or interrupt the warranty periods of its subcontractors.

16.2 At the Client's request, the Contractor shall disclose the assignment and hand over to the Client all documents and provide all information on which the assigned claims are based and which are necessary and/or expedient to enforce them.

17. Hourly labour

17.1 Section 2 (10) German Construction Contract Procedures, Part B (VOB/B) shall apply to the invoicing of hourly labour on the condition that the hourly wage agreement must also include the type, hourly rate and wage supplement. The appropriate number of hours is to be agreed in advance if possible.

17.2 Hourly wage statements must be submitted to the Client's site management on the day following the service or weekly, as specified by the Client. The statements must include the object of the service according to type, place and time and the full names and job titles of the Contractor's employees. Costs for supervisory staff will only be reimbursed if a written agreement has been made.

17.3 The Client shall return the hourly wage statements at the request of the Contractor six (6) working days after receipt. Acceptance based on expiry of the deadline is ruled out.

18. Termination

18.1 Termination shall be governed by the German Construction Contract Procedures, Part B (VOB/B) with the following provisions and the other conditions agreed in these contractual terms and conditions.

18.2 Rights of termination pursuant to section 648a German Civil Code (BGB) remain unaffected in addition to any termination rights pursuant to German Construction Contract Procedures, Part B (VOB/B).

18.3 Partial terminations shall be governed exclusively by the statutory requirements, in particular section 648a (2) German Civil Code (BGB). Section 8 (3) no. 1 sentence (2) German Construction Contract Procedures, Part B (VOB/B) shall not apply.

18.4 Termination shall not affect the Client's claims for defects and for damages.

18.5 The determination of performance after termination is based on section 648a (4) German Civil Code (BGB) for termination with notice and for termination without notice for good cause. Section 8 (7) German Construction Contract Procedures, Part B (VOB/B) shall not apply.

18.6 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.

19. Right to refuse performance

19.1 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 shall be provided in the form of a suretyship in accordance with section 17 (2) and (4) German Construction Contract Procedures, Part B (VOB/B).

19.2 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.

20. Supplementary provisions

20.1 Even in the event of early termination of the construction contract, the Client may use, modify and exploit all documents of the Contractor, including data on data carriers, without the involvement of the Contractor. The same applies to the finished construction project. The transfer of all authorisations of use, modification and exploitation under copyright law is covered by the agreed remuneration.

20.2 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. The Contractor is obliged to have a fully authorised representative on the construction site at all times during the performance of the services who can communicate in German on a professional level.

20.3 Amendments, additions and the contractual termination of the contract as well as representations and the waiver of accrued rights of a contracting party must be made in writing to be effective; this also applies to any waiver of the written form requirement.

Confirmation letters are only binding if the recipient has issued a written confirmation.

20.4 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.

20.5 Any invalid contractual provision shall not affect the remaining parts of the contract. Invalid provisions shall be replaced by valid provisions which reflect as closely as possible the economic sense and purpose of the invalid provision. The same applies to any contractual omissions.

The following provisions apply in addition if the Contractor is appointed as a general contractor:

21. Provisions for general contractors

21.1 The following provisions apply in addition if the Contractor is appointed as a general contractor:

21.2 For general contractor's agreements, the following additional contractual conditions have priority over the aforementioned regulations and over the German Construction Contract Procedures, Part B VOB/B) and are only to be used with persons or companies who are exercising their commercial or independent professional activity when concluding the contract.

21.3 Contractor's work and services

21.3.1 The Contractor shall be responsible for the turnkey, operation-ready construction of the construction project in accordance with the contract, its Schedules and the building permit. This means that the buildings to be constructed and other services must be complete, finished, functional and ready for operation so that they are available to the Client without restriction for the intended use, unless otherwise specified in the contract documents.

21.3.2 The Contractor's obligation to provide turnkey and operation-ready construction also includes such deliveries and services that are not fully listed in this contract and its Contractual Components, but are necessary for the overall turnkey, operation-ready construction. Anything to the contrary shall only apply if the services or work in question are not recognisable to the Contractor even after careful examination.

21.3.3 The work and services must comply with all permits, including conditions and requirements that exist at the time the contract is concluded or are recognisable at that time. This also applies if they are not issued until after the contract is concluded. The Contractor shall only be entitled to additional remuneration if it was not apparent that such approvals or permits were required when the contract was concluded.

21.3.4 The Contractor's contractual scope within the scope of the agreed fixed flat-rate price shall also include in particular:

21.3.4.1 organising and obtaining of all acceptances, expert opinions and inspections as well as the obtaining of defect-free acceptance and test certifications, for example those from the building authorities and TÜV, which are connected with the construction project and its intended use, including the assumption of costs arising as a result thereof;

21.3.4.2 if the Client does not provide a general supply and disposal of water, energy, etc. to the construction site, the Contractor shall bear all energy, water and wastewater costs for the execution of its contractual services until the object is fully completed. Supply and disposal is part of the Contractor's scope of services;

21.3.4.3 regulating the entire traffic situation as necessary in the area of the construction site and the access roads for the duration of the construction period, including organising any required special uses under public law;

21.3.4.4 all traffic safety, cleaning, clearing and gritting obligations for the construction areas, the construction site equipment and facilities and neighbouring public roads and paths until the object has been entirely completed and handed over;

21.3.4.5 preparation for commissioning, including user training;

21.3.4.6 if necessary, coordination with other sub-projects of the Client, if and insofar as there are interfaces with the services of this order;

21.3.4.7 handover of complete as-built documentation.

21.4 Planning

21.4.1 With the exception of the planning services provided by the Client itself and/or commissioned directly to third parties and made available to the Contractor or yet to be provided, the Contractor shall provide all planning services still required for the realisation of the construction project. The planning services owed by the Contractor (in particular in accordance with the Fee Schedule for Architects and Engineers (HOAI) and the German Construction Contract Procedures, Part C, (VOB/C)) are covered by the agreed remuneration.

21.4.2 The Contractor shall accept the planning services provided by the Client (or its previously named vicarious agents) without restriction as the basis for its services and, with regard to any planning services yet to be provided by the Client (or its previously named vicarious agents), shall provide all necessary information, details, etc. in good time and free of charge. Insofar as the Client instructs vicarious agents, all execution plans and detailed plans shall be drawn up in consultation between the Client and/or vicarious agents of the Client and the vicarious agent named by the Contractor; the Contractor shall be responsible for the corresponding coordination. The Contractor may only base the construction work on plans that have been approved for execution by the Client (or its previously appointed vicarious agents) and marked accordingly.

21.4.3 The Contractor confirms that it has checked all plans, drawings and other documents submitted by the Client (or its previously named vicarious agents), if applicable, up until conclusion of this contract for correctness and completeness as well as conformity with the local conditions and has not identified any significant defects or significant incompleteness. If the Client (or its previously appointed vicarious agents) provides the Contractor with further plans, drawings or other execution documents during construction, the Contractor must without undue delay carry out a corresponding check and point out any errors/concerns in writing, stating the reasons. If documents provided by the Client (or its previously named vicarious agents) are incomplete or inadequate, the Contractor shall be obliged to cooperate in any necessary completion/correction and provide the vicarious agent named by the Client with all necessary information so no additional costs or delays in execution of the construction work arise.

21.4.4 The Contractor is obliged to provide the Client (and/or its previously named vicarious agents) with the plans, workshop plans, assembly plans, calculations, etc. owed by it without undue delay. The Client (or its previously named vicarious agent) is entitled to raise objections to them and reject them (veto right) until the formal presentation of the planning documents has been completed at the latest. However, the Contractor's responsibility for its services remains unaffected by this. This also applies to the planning documents for execution planning, including work planning and assembly planning in the area of technical equipment.

21.4.5 If special proposals by the Contractor are implemented, the Contractor shall also be obliged to provide all planning services for this on its own responsibility and to obtain all necessary approvals, etc. The Contractor shall not be entitled to any additional remuneration over and above the remuneration agreed for the special proposal. This also applies if the special proposal has an impact on other services of the Contractor.

21.5 Remuneration of work and services

21.5.1 The flat-rate remuneration agreed by the Parties is a fixed price which the Contractor guarantees to adhere to. The Contractor provides an unconditional price guarantee; no increases in wages, material prices, social security contributions, quantities, etc. will be taken into account. The flat-rate remuneration is a net amount, plus VAT at the statutory rate.

21.5.2 A change to the flat-rate remuneration is only possible within the framework of clause 4 or 5. Increases due to an incomplete description of services, missing or incorrect quantity specifications and the like are excluded.

21.5.3 Clause 17 shall apply to hourly labour with the provision that the Client shall appoint an authorised representative to accept hourly wage slips.