

General terms and conditions of purchase of meplan GmbH (hereinafter „meplan“)

Last updated January 2025

I General

1.1 Code of ethics

We and our contractual partners (hereinafter “Partners”) adhere to the principle of loyalty, which create and maintain lasting relationships of trust. The Partner shall act in accordance with the principles of honesty and fairness as well as the prevailing competition rules and the applicable anti-corruption laws governing business relationships. Contract negotiations and the execution of contracts must not lead to behaviour or actions that could be considered active or passive bribery, complicity in passive bribery or nepotism. We treat all our Partners honestly and fairly, regardless of their size and market position. We demand that all procurements be conducted in accordance with the principle of open and fair competition.

The Partner undertakes not to offer or grant our employees or their families gifts, invitations, courtesies, preferential treatment or other gratuities that could influence or restrict the incorruptibility, free judgement or objectivity of said employee in their business relationship with the supplier. Small gifts may only be accepted by employees in exceptional cases and on appropriate occasions. They must be of low value and remain within the scope of customary practices in the industry. Invitations to business meals or cultural or sporting events and the like must be the exception and must not be disproportionately expensive.

We always act with trust and integrity and expect the same from our Partners. Transparent working methods are our top priority, are actively practiced, and openly communicated. We value reliability and long-term, loyal partnerships, because we know that sustainable cooperation strengthens our entire organisation. It is important for us that our Partners work in a focused and determined manner to achieve the best results for **meplan's** customers.

1.2 General – scope of application

1.2.1 These General Terms and Conditions of Purchase (hereinafter referred to as “GTCP”) apply to all contracts concluded with our business partners and suppliers (hereinafter referred to as “Partners”) or other legal relationships with them.

1.2.2 Should the terms and conditions of the Partner contain conflicting, additional or different conditions, these shall be added to the contract only after **meplan** has validated them in writing. These GPC shall also apply if we accept a delivery from the seller without reservation in the knowledge of the seller's conflicting or deviating terms and conditions.

1.2.3 These GTCP shall also apply to all future legal relationships between **meplan** and the Partner obviating any need to refer to them again in each individual case.

1.2.4 In isolated cases, individual agreements made with the Partner (including collateral and supplemental agreements or amendments) shall take precedence over these GTCP. Such agreements must be made in writing.

1.2.5 Legally relevant declarations and notifications made to **meplan** by the Partner after conclusion of the contract (e.g., setting of deadlines, reminders, notification of withdrawal) must be made in writing to be legally effective.

1.2.6 Comments on the validity of legal provisions are for clarification purposes only. Even without clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

1.2.7 The GTCP shall also apply in their respective version as a framework agreement for future contracts for the delivery of movable goods and/or services with the same Partner, obviating any need for **meplan** to refer to them again in each individual case; the current version of the GTPC is available at <https://www.meplan.com/en/allgemeine-einkaufsbedingungen/>.

1.2.8 **meplan** has drafted its Partner Code of Conduct based on legal provisions and its own internal guidelines. This document is available for download on our website at <https://www.meplan.com/en/partner-code-of-conduct/>

All **meplan** Partners must adhere to its specifications and requirements within the framework of the business relationship. The Partners undertake to act ethically and in accordance with the law in all business areas and in all countries in which they operate.

The guidelines laid out in the Partner Code of Conduct apply to all projects and orders as a common code of conduct. The Code also applies to all goods and services. Both parties undertake to comply with this code and to contractually obligate their subcontractors to comply with the standards and guidelines set out in this document. These guidelines will come into force upon conclusion of the contract. Any violation of the Partner Code of Conduct entitles one party to terminate the business relationship with the infringing party, including all supply, work, and rental contracts.

1.3 Orders

1.3.1 An order from **meplan** is considered binding as soon as it has been submitted in writing. Early ordering by telephone is possible in exceptional cases but must be subsequently submitted to the vendor in writing by the **meplan** employee in charge. Deliveries made without a verifiable order will not be accepted. Acceptance of offers, requests or other notifications from the Partner must be made in writing, unless other written agreements have been made. The vendor must notify **meplan** immediately of

any obvious errors (e.g., spelling or calculation errors) and/or incomplete orders or missing order documents for the purpose of correction or completion; otherwise the contract will be deemed unconcluded. An automatically generated order without a signature and name shall be deemed to be in writing. The order may also be placed by e-mail. Should **meplan** not respond to offers, requests or other notifications from the Partner shall, approval will only be deemed valid if this has been expressly agreed in writing.

1.3.2 If no change to the order is required on the part of the vendor with regard to quantity, price or delivery date, the vendor must confirm the order in writing within a period of one (1) week of receipt, stating our project and order number; alternatively, the vendor must fulfil the order immediately and without reservation. If the vendor does not accept our order in writing within this period, **meplan** will be entitled to cancel the order.

1.3.3 Offers, cost estimates, and drafts from the Partner shall be submitted free of charge unless otherwise agreed in writing.

1.4 Prices, terms of payment

1.4.1 The price stated in the order is binding. No VAT is included in the stated prices, even if it is not shown separately. This also applies to any additional services to be provided by the Partner.

1.4.2 Unless otherwise agreed in individual cases, the price shall include all expenses incurred with the goods and services provided by the Partner.

1.4.3 The Partner shall take back all packaging material or dispose of it or recycled it appropriately and free of charge.

1.4.4 The agreed price shall be due for payment within 30 calendar days of satisfactory delivery of goods and rendered service (including agreed acceptance, if applicable) and receipt of a legal, verifiable invoice. If we initiate payment within 14 calendar days, the Partner shall grant us a 3% discount on the net amount of the invoice.

1.4.5 Interest from the due date shall be excluded. The interest on arrears will be 5 percentage points above the base rate per annum. The legal provisions shall apply as of the beginning of our default, whereby a written reminder by the Partner shall be required in any case.

1.4.6 Invoices are to be sent to **meplan** in a single copy. The invoice should be sent by e-mail to invoice@meplan.de. The content of an invoice must always comply with the applicable legal requirements.

In principle, invoices can only be issued after the service has been rendered unless otherwise agreed upon in writing. All defects discovered during acceptance must be noted on the invoice amount if they could not be satisfactorily remedied.

Furthermore, the following rules must be observed:

- Generally speaking, a separate invoice must be issued for each order. Collective invoices may be issued if agreed with the buyer.
- The invoice currency must correspond to the order currency.
- The invoices must list the **meplan** project number, the date of performance, the description of the service and the quantity with unit and item price. In the event of non-compliance, the buyer reserves the right to reject the invoice.

Any agreed advance payments must be labelled accordingly on the invoice.

1.4.7 **meplan** undertakes to pay the agreed labour and/or service wage or purchase price after delivery of the contractual items or services in accordance with the contract.

1.4.8 We are entitled to set-off and withhold payments as well as the defend non-performance of the contract to the extent permitted by law. **meplan** is, in particular, entitled to withhold due payments as long as **meplan** is still entitled to claims against the Partner from incomplete services or defective goods.

1.4.9 The Partner is not authorised to assign claims against us to third parties to which the Partner is entitled, or to have third parties collect on them.

1.4.10 The Partner shall only be entitled to offset claims against us or to assert a right of retention if, and insofar as, their claims are undisputed or their counterclaim has been recognised by declaratory judgement.

1.5 Confidentiality, data protection

1.5.1 Unless otherwise expressly agreed in writing, the terms and conditions governing the order and other documents, data, and information provided to the Partner by **meplan** or on **meplan's** behalf within the framework of the legal relationship or which might become known within the framework of the legal relationship about the circumstances of **meplan**, the employees of **meplan** and our customers, apply.

All documents received in the course of submitting an offer or assignment and, in particular, any business and trade secrets, insofar as these are not publicly accessible, are to be treated as confidential.

1.5.2 The Partner shall ensure through suitable contractual agreements with the employees and agents working for him that they will also refrain from any exploitation, disclosure or unauthorised recording of such business and trade secrets for an unlimited period.

1.5.3 The Partner will need written consent when only referring to the business relationship with us in illustrations, brochures and advertising material. We shall not refuse this on unreasonable grounds.

1.5.4 If special precautionary measures are required, a separate and detailed confidentiality agreement may be agreed in addition to these GTCP. These GTCP will be subordinated and complementary to this non-disclosure or confidentiality agreement.

1.5.5 At **meplan's** request, the Partner must return all documents, data, and information after completion of the order / termination of the contract. Furthermore, after completion of the order / termination of the contract, the Partner will provide us with the original documents created for **meplan** in the course of the fulfilment of the contract, if we request this. The Partner is not entitled to exercise a right of retention to the documents, data and information mentioned in this paragraph.

1.5.6 The Partner is obliged to comply with all data protection regulations as amended from time to time and will observe them. The Partner shall instruct all their employees in accordance with the relevant data protection regulations and oblige them to maintain data secrecy.

1.6 Environmental protection, occupational health and safety, accident prevention and safety

1.6.1 The Partner shall endeavour to meet the highest standards of environmental protection. It shall make all necessary efforts to avoid or minimise the harmful effects of their activities on the environment.

1.6.2 In the case of goods and the provision of services, the Partner shall be solely responsible for compliance with the applicable relevant accident prevention regulations. The Partner shall endeavour to guarantee a safe working environment that does not pose any risks to health and that complies with the regulations of professional liability insurance associations and occupational health and safety laws. It shall ensure that their activities do not harm the health and safety of their employees, their subcontractors, the parties involved in the respective project and the users of their products. The Partner will act proactively with regard to hygiene and safety issues. The risks associated with their activities must be acknowledged and assessed. The Partner shall take all necessary measures to mitigate and, if possible, eliminate these risks.

1.6.3 For activities on the grounds of Messe München, the Partner must observe the regulations for the use of the Munich Trade Fair Centre and the current Technical Guidelines. For , The regulations of any other trade fair centre will apply and be observed. The Partner can find the guidelines and regulations on the respective websites. The provisions in the Technical Guidelines that refer to, or are addressed to, exhibitors apply to the Partner as well. The Partner shall be responsible for ensuring that its Partners, vicarious agents, etc., comply with the regulations set out in the respective House Rules for the Exhibition Venue and in the Technical Guidelines.

1.6.4 When purchasing products and services and when designing, manufacturing, and implementing their own products and services, the Partner shall take environmental protection, hygiene and safety criteria into account in order to limit the harmful effects of their products and services throughout their entire life cycle and at the same time maintain or even improve their quality.

1.6.5 The Partner is obliged to determine and comply with the current version of the above-mentioned regulations.

1.7 Provision of materials / reservation of title / copyright

1.7.1 Material provided by us shall remain our property. Unless otherwise agreed in writing, it shall be stored for us by the Partner free of charge, labelled as our property, stored separately and inventory management shall be kept in separate documents. All material stored for us shall be properly insured by the Partner. The material provided by us may only be handled and processed within the scope of our orders. The Partner shall be liable for any reduction in value or loss. Processing or alteration shall always be carried out on our behalf, but without any obligation on our part. Processed material shall be stored by the Partner until the material is handed over to us. Our ownership shall continue as co-ownership of the processed materials. If this is not possible for legal reasons, we, together with the Partner, agree that we shall become the owners of the new item during processing or transformation. The Partner shall store the new item for us free of charge with the diligence of a prudent business partner.

1.7.2 All items (including exhibition booths) that are the subject of individual contractual agreements between the parties and are stored by the Partner for a fee will remain the property of **meplan** and must be handed over to **meplan** immediately on request. The items owned by **meplan** are labelled as our property, stored separately, and the inventory management is kept in separate documents. They shall be insured against the usual risks, such as fire, vandalism, theft, water damage, etc. For all items owned by **meplan**, an agreement on proof of ownership must be signed by both parties in a separate contract.

1.7.3 We reserve the property rights and copyright to drawings, designs, illustrations, calculations, descriptions, models, tools, and other documents and aids provided by us to

the Partner. Without our express prior consent, the Partner may not make these items, nor their content, accessible to third parties, nor disclose them or use them for himself or through third parties for purposes other than those specified by us. They must be kept secret from third parties. The provisions laid out in 6 (2) shall apply complementarily.

1.8 Applicable law, place of jurisdiction

1.8.1 These GTCP and all legal relationships between us and the Partner are subject to the law of the Federal Republic of Germany and exclude international uniform law, in particular, the UN Convention on Contracts for the International Sale of Goods.

1.8.2 The place of jurisdiction for disputes between the parties arising from or in connection with this contract is Munich, Germany.

1.8.3 Disputes shall not entitle the Partner to cease work.

1.9 Other provisions

1.9.1 The Partner undertakes towards **meplan** to comply with the applicable law in its entirety and unconditionally. The partner will ensure through contractual agreements that any subcontractors or suppliers used, as well as their upstream suppliers and subcontractors, also behave accordingly.

1.9.2 Should a clause of this contract prove to be invalid or unenforceable, the remaining provisions shall nevertheless apply. In this case, the parties undertake to agree on a provision that comes as close as possible to the economic interests of both parties. The same shall apply if a loophole is found in the contract.

1.9.3 Neither party shall be responsible for a breach of contract if this is caused by circumstances beyond the control of the party concerned ("force majeure").

1.9.4 The transfer of rights, obligations or claims arising from the contract to third parties requires prior written consent of the other contracting party.

1.9.5 The parties agree that copies of legally relevant declarations or agreements demanding to be signed may be transmitted by fax, photocopy, scanned / electronic copy. These copies shall be deemed originals and shall therefore be fully valid to the extent permitted by applicable law.

1.9.6 The contracting party undertakes to refrain from all self-promotion to **meplan**'s customers and to refer any enquiries from the customer directly to **meplan** and to inform **meplan** immediately in writing of any attempts by the customer to contact **meplan**.

1.9.7 The Partner may only name **meplan** and its customers as reference customer and/or advertise with products/services that they have developed/implemented with or for **meplan** within the scope of the contractual relationship with **meplan** and with prior written consent from **meplan**. This therefore applies to press releases or other public announcements.

1.10 Force majeure

1.10.1 Force majeure or acts of God are events that prevent or hinder a party from fulfilling their contractual duties or parts thereof, insofar as the hindrance to performance is based on the following:

- a) the impediment was beyond the control of the affected party and
- b) the impediment could not have reasonably been foreseen at the time the contract was concluded, and
- c) the effects of the impediment could be prevented or rendered harmless by economically acceptable means, even with the utmost care that could be reasonably expected under the circumstances or cannot otherwise be remedied by the affected party.

The following events shall specifically be deemed force majeure:

War, military mobilisation, civil war, acts of terrorism, sabotage, government-imposed embargoes or sanctions, government or official orders, plagues, epidemics, natural disasters, geological changes or other external natural events, destruction of production facilities, obstruction of transport and telecommunication systems, information system or energy supply, as well as strikes and lockouts.

1.10.2 Should a force majeure event lead to an interruption of work, the parties shall be released from their obligations under this contract for the duration of the interruption. If a case of force majeure leads to an interruption of the work of more than four months, or if this makes it impossible to fulfil the contract, the parties shall be entitled to terminate the contract.

The party whose performance of duties cannot be completely fulfilled due to force majeure shall be entitled to compensation for the services rendered up to the reasonably assumed time of the occurrence of the force majeure event. The burden of proof lies with the performing party.

Claims for damages are excluded. The other party to the contract shall be permitted to provide evidence that no damage or the aforementioned remuneration was incurred or that it was significantly lower.

1.10.3 Each party to the contract is obliged to inform the other party immediately after the occurrence of a case of force majeure with all details and to adapt in good faith their obligations to the changed circumstances, insofar as they are not regulated by the clauses above.

II Special section for goods

2.1 Delivery, delivery schedules, delays in delivery

2.1.1 The Partner shall bear the procurement risk for delivery, unless otherwise agreed in individual cases (e.g., stock limitation).

2.1.2 Delivery shall be made by the Partner to the delivery address stated in the order.

2.1.3 If **meplan** does not specify any specific shipping instructions, delivery duty paid (DDP) to the place specified in the order (destination) shall apply in accordance with the latest amended version of the International Commercial Terms (INCOTERMS).

2.1.4 The Partner must enclose a delivery note with the delivery, listing the date (issue and dispatch), content of the delivery (article number and quantity), and our order identification. If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.

2.1.5 We are entitled to refuse to accept goods that cannot be allocated to an order and to return them at the risk of the Partner or to store them with third parties.

2.1.6 The delivery time specified by us in the order is binding. The Partner is obliged to inform us immediately in writing if they are unlikely to meet agreed delivery deadlines for whatever reason.

2.1.7 The receipt of the goods at the place of destination shall be decisive for the timeliness of the delivery.

2.1.8 If the Partner does not deliver or does not deliver at the agreed delivery deadline or is in default, our rights – in particular to cancellation and compensation – shall be

determined in accordance with the statutory provisions. We reserve the right to prove that we have incurred higher damages. The Partner reserves the right to prove that we have incurred no damage at all or significantly less damage. The lump sum shall be reduced commensurately. The provisions in Paragraph 9 remain unaffected.

2.1.9 The Partner is aware that an essential part of claims for damages in the event of delayed completion of services is that **meplan**'s customer will be partially or completely unable to realise their planned trade fair appearance or participation in an event. The Partner is aware that claims asserted by the customer against their client will be forwarded to the Partner as soon as **meplan** has checked the claims for damages. Liability for the breach of obligations, the fulfilment of which makes proper execution of this agreement possible in the first place, and on the observance of which **meplan** customers rely, as well as liability for fraudulently concealed defects, also remain unaffected.

2.2 Risk transfer

The risk of accidental loss and accidental damage or deterioration to the goods is passed on to us upon handover at the agreed location. If acceptance procedure has been agreed upon, this shall be decisive for the risk transfer. The legal provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. Delivery or acceptance is also considered complete if we are unable to accept the item on time.

2.3.1 In the event of material or defects of title (including incorrect or incomplete delivery, improper or faulty assembly, operating or user instructions) and other breaches of duty by the contracting party, we are entitled to the statutory rights unless otherwise specified below.

2.3.2 We are entitled to claims for defects without limitation, even if the defect due to gross negligence was unknown to us at the time of the contract conclusion.

2.3.3 The legal provisions covering the commercial duty to inspect and notify defects (§§ 377, 381 HGB code) apply, with the following modifications:

Our duty to inspect is limited to defects that are apparent during our incoming goods inspection through visual examination, including the delivery documents (e.g., transportation damage, incorrect or incomplete delivery). Acceptance of goods is always subject to a reservation for a more detailed subsequent inspection. Upon receipt of the goods, we only note the number of delivered packages (pallets, cartons, etc.) and the external integrity of the shipping packaging. If acceptance is agreed upon, there is no duty to inspect. Our obligation to notify of defects discovered later remains unaffected. In all cases, our notification of defects will be considered prompt and timely if the contracting party receives it within 8 working days.

2.3.4 The costs incurred by the Partner for inspection and rectification (including any disassembling and installation costs) shall be borne by the Partner even if no defect could actually be detected. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we acknowledged that there was no defect or were grossly negligent in failing to recognise that there was no defect.

2.3.5 Should the Partner not meet their obligation to subsequent fulfilment of their duties – at our discretion, either by remedying the defect (fixing) or by delivering a defect-free item (replacement) within a reasonable deadline set by us, we may remedy the defect ourselves and demand reimbursement of the monies spent or a corresponding advance payment from the Partner. If subsequent fulfilment by the Partner has failed or is unacceptable for us (e.g., due to urgency, the threat of operational safety or the threat of imminent disproportionate damage), no deadline need be set; we shall inform the Partner of such circumstances immediately, and, if possible, in advance.

2.3.6 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract altogether in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the legal provisions.

2.3.7 The limitation period for claims for defects is 3 years from the transfer of risk. The 3-year statute of limitation shall also apply to claims arising from defects of title, whereby the statute of limitation period for third-party property claims for restitution *in rem* shall remain unaffected; claims arising from defects of title shall never lapse as long as the third party can still assert their right – in particular in the absence of a limitation period – against us.

2.4 Product liability

2.4.1 The Partner shall indemnify us against all claims of third parties arising from domestic or foreign product liability that are attributable to a defect in the product supplied by them, insofar as they are responsible for the product defect and the damage incurred in accordance with the principles of product liability law.

2.4.2 Within the scope of their obligation to indemnify us, the Partner shall also reimburse us for any expenses that arise from, or in connection with, a third-party claim and/or precautionary measures taken by us against a product liability claim, in particular a warning, replacement or recall campaign. If at all possible and reasonable, we shall inform the Partner of the content and scope of the measures to be taken and give him the opportunity to comment. The vendor shall also bear the costs of legal prosecution/defence incurred by us in this connection.

2.4.3 The Partner shall insure themselves against all risks arising from product liability in the amount of at least EUR 3,000,000.00 per liability case and shall provide evidence of this to us upon request by submitting a valid confirmation of insurance.

2.5 Implementation documents, protection of property

2.5.1 The Partner may not use any implementation documents and objects provided by us for the manufacture of the delivery item for purposes outside the contract, nor make them accessible to third parties, disclose them, utilise them or reproduce them themselves or through third parties. We reserve all rights thereto. This shall apply accordingly to items that are manufactured for contractual purposes and are invoiced separately by the Partner; these shall become our property upon payment. Such documents and objects shall – as long as they are not processed – be stored separately at the expense of the Partner, labelled as our property, and insured to an appropriate extent against destruction and loss.

2.5.2 Upon request, the Partner shall submit plans, execution drawings, technical calculations, etc., relating to the delivery item for approval and shall provide us with a master copy after correct inspection, insofar as we require these documents for normal use. On request, they shall also supply drawings for the main spare parts. Approval of such plans, execution drawings, technical calculations, etc., shall not affect the Partner's warranty.

2.5.3 Retentions of title of the Partner shall only apply insofar as they relate to our payment obligation for the respective delivery item to which the Partner retains title. Expanded or prolonged reservations of title, in particular, are not allowed.

2.6 Property rights

2.6.1 The Partner is responsible for ensuring that no third-party property rights are infringed in connection with the intended use of the ordered goods. If claims are asserted against us by a third party in this context, the Partner shall be obliged to indemnify us against all claims and the resulting obligations, damages, costs and expenses (in particular, reasonable external lawyers' fees) upon receiving our first written request.

III Special section for service contracting

3.1 Components of the contract

3.1.1 The components of the contract for the awarding of services or deliveries are the contract and its list of services, and all mandatory provisions of public law, including:

- the relevant accident prevention regulations applicable at the place of performance,
 - technical building regulations of the local authorities,
 - the regulations of the employers' liability insurance association,
 - and occupational health and safety regulations,
- insofar as they apply to the provision of services at the place of performance.

3.1.2 The respective schedule for the contractual services, these Terms and Conditions of Purchase, the generally accepted codes of practice, and German law shall also be an integral part of the contract.

3.2 Provision of services, deadlines, delays

3.2.1 The partner shall provide their contractually owed service with the greatest possible care and diligence in accordance with the state-of-the-art technology, the relevant rules of the art and in compliance with the legal and police regulations applicable thereto.

3.2.2 If the Partner owes a work performance or work delivery, we may demand alterations and additions to the order at any time until acceptance at our reasonable discretion and while taking the interests of the Partner into account. Regarding the successful fulfilment of the contract, the Partner will be obliged to propose any changes they deem necessary or expedient. The Partner shall also implement these changes following our written consent. Should alterations entail an increase or reduction in costs and/or a missed deadline, the Partner will inform **meplan** of this when making their proposal or immediately after receiving a change request from us and will thereby submit a corresponding supplementary offer. The change shall be made based on a written agreement in which the remuneration of the additional costs or the consideration of the reduced costs as well as the schedule are specified.

3.2.3 The price specified in the order is a lump-sum that covers all services necessary for the provision of the service and the completion of the work.

3.2.4 In the case of construction or design services, the Partner may only invoice the actual time spent at hourly rates if this has been expressly agreed. In this case, the Partner must obtain our agreement before exceeding the time expenditure stated in the order or in the order confirmation.

3.2.5 The Partner has a comprehensive picture of the scope of their services and delivery before concluding the contract. They have computed all the expenses and measures required for the execution of their contractual services. These are the basis of the fixed all-inclusive price. This price shall also include all costs for production, transportation, travel time pay, travel expenses, catering, and accommodation costs, all expenses, all

hotel and other ancillary costs from the assembling work, and any overtime surcharges required by the Partner to fulfil the contract.

3.2.6 Any approval of plans or other approvals by **meplan** shall be deemed to be visual endorsements only and shall not release the Partner from their obligation to perform their services in a professional and complete manner.

3.2.7 A prerequisite for acceptance is that the contractor complete their entire performance. Unless otherwise agreed, they shall be obliged to apply for formal acceptance, for which a record must be drawn up and signed by both parties. Fictitious acceptances are also excluded unless otherwise agreed in writing. Approval of partial services or other partial approvals are excluded unless otherwise agreed upon in writing. Even in the event of a deviating agreement, partial approvals shall not replace the final approval.

3.2.8 The Partner must consider that the service they are providing must be carried out in part in parallel with the other services and in coordination and cooperation with the other trades involved in the construction.

3.2.9 If the Partner works with their own employees, the Partner shall be responsible for ensuring that the services are only provided by employees who have the necessary skills, experience, and qualifications. Should we have legitimate doubts about the qualifications of the Partner's employees, we shall be entitled to demand that the Partner replace these employees immediately.

3.2.10 The partner undertakes to inform the relevant **meplan** representative of the costs for each change in the scope of delivery or service compared to the negotiated scope of the offer, so that constant monitoring of the cost development is guaranteed.

3.2.11 The dates and deadlines specified by us in the order are binding. Unless expressly agreed otherwise in writing, these are transactions for delivery and performance at a fixed date. For this reason, extended deadlines cannot be granted. The Partner is obliged to inform us immediately and in writing if they might be unable to meet the agreed deadlines for whatever reason.

3.2.12 If the Partner does not provide their service or does not provide it on the agreed date or is in default, our rights – in particular to cancellation and compensation – shall be determined in accordance with the legal provisions. The provisions listed in para. 3.1.7 remain unaffected.

3.2.13 In the event of an imminent occurrence of damage due to defective performance or due to a delay in the final deadline, we shall be entitled to complete the performance ourselves or have it completed by a third party. The acceleration costs for the timely

completion of the service owed and the costs for the rectification of defects shall be borne by the Partner. We reserve the right to prove that we have incurred greater damages. The Partner reserves the right to prove that we have incurred no damage at all or only significantly less damage. The lump sum shall be reduced accordingly.

3.4 Design of the cooperation

3.4.1 We shall provide the Partner with the documents, data, and information essential for the provision of the service.

3.4.2 The provision of the documents, data, and information and/or corresponding information carriers shall not be associated with the granting of any licence, usage or industrial property rights in favour of the Partner. We reserve all rights thereto.

The provision of documents, data, and information and/or corresponding information carriers does not grant the Partner any licence, usage, or industrial property rights. We reserve all rights thereto.

3.4.3 The Partner must notify us immediately in writing of any inadequate cooperation on our part. Otherwise, we shall not be in default and the Partner may not invoke improper co-operation.

3.4.4 The Partner will act on their own responsibility and as an independent contractor on behalf of **meplan**. The Partner is free to enter into contractual relationships with third parties in addition to the **meplan** commissioning. The partner is also permitted to commission subcontractors to carry out the contractual services on their own account, provided that **meplan** is informed of this in advance and does not object to the project.

Even if consent has been granted, the Partner may only transfer deliveries and services to subcontractors who are competent, efficient, and reliable; this includes ensuring that such subcontractors comply with the statutory provisions, in particular to combat undeclared employment, the Workers Posted Across Borders Act, the Act on Temporary Agency Work, the German Minimum Wage Act and the provisions of social insurance law, in particular with regard to the payment of contributions. The Partner shall be liable for the subcontractor as it will be for their own vicarious agent pursuant to Section 278 BGB.

3.4.5 We can only object to the use of subcontractors if there are important reasons for doing so or if **meplan** considers the contractually owed performance to be jeopardised by the use of subcontractors.

3.4.6 The Partner must provide **meplan** with all required clearance certificates (see para 3.8) in a valid form no later than when the contract is awarded, or they must submit them when the invoice is issued at the latest.

3.4.7 The partner must protect the service they perform and the objects (including documents) they receive for the execution from unauthorised access, damage, and theft until they are handed over to **meplan**.

3.4.8 **meplan** in turn must protect the items (including documents) they are handed over from damage and theft until they are returned to the Partner. In case of loss or damage, for which **meplan** can be held liable, the Partner must report the occurrence within 24 hours of the agreed return date, but no later than 24 hours after the end of the occurrence. Claims for damages against **meplan** made after these 24 hours will be considered as lapsed.

3.5 Copyright, rights to work results

3.5.1 Each Partner shall remain the owner of their intellectual property (protected and/or unprotected) existing at the time of conclusion of the contract. If extant industrial property rights, copyrights or unprotected knowledge (know-how) of the Partner are used in fulfilment of the contract and if these are necessary for the exploitation of the work result by us, we shall receive a non-exclusive right of use to the industrial property rights, copyrights, and unprotected knowledge.

3.5.2 The Partner shall transfer all possible copyrights to us, including industrial property rights along with similar rights in law to their services in all results or partial results created by the Partner in connection with the execution of the contract, insofar as legally permissible, without additional remuneration, and shall grant us a comprehensive, unrestricted right of use and exploitation. In particular, we shall have the right to utilise, continue, modify, and publish the services provided by the Partner without the Partner's involvement and to transfer these rights to a third party, either as a whole or individually. This shall also apply in the event of premature termination of this contract. If, in connection with the order, improvements are made to documents or know-how supplied by us, we shall be entitled to a free, non-exclusive right of use for commercial exploitation.

3.5.3 The Partner guarantees that all services rendered are not encumbered with copyrights, ancillary copyrights or other rights of third parties. The Partner shall indemnify us upon first request against all third-party claims and the resulting obligations, damages, costs and expenses (in particular, reasonable external legal fees).

3.5.4 If the contractual use is impaired by third-party property rights, the Partner shall have the right, to reasonable extent for us, either to modify contracted services in such a way that they fall outside the scope of protection, but nevertheless comply with the

contractual provisions, or to obtain the proper authorisation to ensure that the contractual services can be used in accordance with the contract without restriction and without additional costs to us.

3.6 Liability, acceptance, assumption of risk, and burden of proof

3.6.1 The liability of the Partner shall be governed by the legal provisions.

3.6.2 Agreed acceptance shall be decisive for the transfer of risk. The legal provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to acceptance.

3.6.3 The Partner undertakes to insure themselves to a sufficient extent against all risks arising from the contractual relationship and to maintain the insurance cover during the term of the contract. The Partner shall provide us with proof of insurance cover at our request.

3.7 Compliance with the German Minimum Wage Act (MiLoG)

3.7.1 The Partner shall ensure that they and the third parties employed by them in connection with the provision of the services (e.g., subcontractors) comply with the provisions of the German Minimum Wage Act (MiLoG) applicable at the place of fulfilment, in particular the obligation to pay the minimum wage on time.

3.7.2 Upon request, the Partner must provide **meplan** with proof of the actual payment of the minimum wage.

3.7.3 The Partner shall indemnify us on first demand against all claims of third parties that are asserted against **meplan** due to a breach of the MiLoG by the Partner or due to a breach of the MiLoG by their vicarious agents. The Partner's indemnification obligation shall also apply to all sanctions, fines or other measures or claims asserted against **meplan** by authorities or other organisations due to any violations of the MiLoG by the Partner or a subcontractor, as well as to all costs incurred in connection with the legal defence.

3.7.4 Should we discover a violation by the Partner of the obligations mandated by the Minimum Wage Act, we shall be entitled to terminate all existing contracts with the Partner without notice.

3.8 Obligation to provide evidence

3.8.1 At the request of **meplan**, the Partner shall provide evidence of the obligation to pay to the trade association, the tax office, the employers' public liability insurance, and the health insurance company. They must therefore submit copies of the following documents upon request:

- Current qUB (qualified certificate of compliance from the trade association, valid for 6 months from the date of issue)
- Certificate in tax compliance from the tax office (valid for one year from the date of issue)
- The current insurance policy of the employers' liability insurance
- Clearance certificate(s) from the health insurance company (valid for one year from the date of issue; if the Partner has insured their employees through different health insurance companies, showing the largest health insurance company will be sufficient)

3.8.2 Incomplete or expired certificates will impact the proper auditability of the invoice.