

General terms and conditions of business

Cteam Consulting und Anlagenbau GmbH

-for works and services-



1. APPLICABILITY

- 1.1 The following Terms and Conditions of Business shall be considered a part of our contracts for the performance of works and services.
- 1.2 General Terms of the contract partner which conflict with the terms stated here shall not be considered as part of the contract, also when we have not expressly contradicted them.
- 1.3 In the case of additional- and follow-up orders, these General Terms and Conditions of Business shall equally apply, without our express reminder thereof.

2. WORKS, SERVICES TO BE PERFORMED

- 2.1 The works / services to be performed are defined in the specification of our Works Contract / Notice of Award of Contract. The Works Contract or Notice of Award shall determine potential participation of the Principal in the form of a provision of facilities or equipment and shall include performance periods and completion dates. The Contractor may independently determine work hours and work procedures. The Contractor shall, however, bear agreements made with the client of the Principal in mind, to the extent as required for realisation of the project.
- 2.2 In supplement, the following contract elements apply for the works / services to be performed and for the contractual relationship in general. In the case of inconsistencies, the following sequence and order of importance shall be decisive.
 - a) All technical regulations and standards in their most current versions up to the point of acceptance, such as DIN-standards, EN-standards, ISO-standards, the German guidelines VDI/VDE (including all published working papers, provided they correspond to the generally accepted rules of engineering), manufacturer's guidelines and regulations, and all other generally accepted rules of engineering at the point of acceptance;
 - b) relevant regulations with regard to occupational safety, such as the German "Baustellenverordnung" ("construction site directive") and regulations for occupational safety on construction sites, the German "Arbeitsschutzgesetz" ("health and safety at work act"), the German "Arbeitsstättenverordnung" (workplace directive) and workplace guidelines, the accident-prevention regulations and the provisions of the trade associations;
 - c) public laws, directives and other regulations of the Federal Republic of Germany, the German States (Länder) and other public bodies, such as the "Kreislaufwirtschaftsgesetz" ("waste recycling law"), "Nachweisverordnung" ("waste recovery and disposal records directive"), the "Abfallverzeichnis" ("waste index"), "Bundesimmissionsschutzgesetz" ("federal immission control act") and the corresponding directives and implementation regulations;
 - d) the German regulation on general contract conditions for the performance of construction works (VOB/B) in its version valid at the time of acceptance;
 - e) the German regulation on general technical contract conditions for construction works (VOB/C);
 - f) the provisions of the German Civil Code (BGB).
- 2.3 The Contractor performs his services using or incorporating the latest engineering technology, and in independent responsibility. In this, he is particularly to adhere to all technical regulations and standards relevant to the works / services to be performed and in their most current versions up until the point of acceptance. These include DIN-standards, EN-standards, ISO-standards, the German guidelines VDI/VDE (including all published working papers, provided they correspond to the generally accepted rules of engineering), manufacturer's guidelines and regulations, and all other generally accepted rules of engineering at the point of acceptance;

- 2.4 The Contractor shall employ a subcontractor for the purpose of contract fulfilment only after previous consultation with and approval by the Principal. In this case as well, the Contractor remains liable towards the Principal for any breach of obligations.
- 2.5 The Contractor is solely responsible for the fulfilment of all obligations tied to laws, authorities, social laws and trade associations. The Contractor obliges to free the Principal and his clients from any claims which could be made in this context against the Principal or his clients.

3. WORK SAFETY

The Contractor obliges to carry out the contract in such a manner that the German Law on Technical Equipment, the relevant accident-prevention regulations, and other workplace-safety regulations / general rules on safety and occupational medicine are adhered to.

In particular, proof of the following is required:

- a) Occupational medical examination as per G 41, BGV A 1
- b) Training in climbing and rescue measures on steel lattice masts as per BGR 148/198/199 c
- c) A person with electrical training BGV A 3 and VDE 0105
- d) Details of electrical specialist (if possible)
- e) Details of supervisor (if possible)
- f) Safety equipment compatible with Principal's
- g) Tested, personal safety equipment as per BGR 191/192/193/194/195/196/197/198/199
- h) Training in climbing and EUP as per BGV A 1

4. WORK COMPENSATION, REMUNERATION

- 4.1 The form and sum of remuneration for the works / services to be performed are stipulated in our Works Contract or in our Notice of Award.
- 4.2 Prices are quoted inclusive of all additional expenses. This applies, in particular, to costs for accommodations, out-of-pocket expenses, travel times and travel costs, incidental costs etc.
- 4.3 VAT is to be charged separately, based on the VAT rate valid at the time of invoice preparation. Provided the Principal is tax liable as beneficiary as per § 13 b UstG, payment will be made to the sum of the net value.
- 4.4 Compensation for additional work / services or modified work / services may only be claimed by the Contractor when he has established his claim by presenting an offer and the Principal has commissioned the extra work / services. Additional time work will only be paid to the Contractor when the Principal has expressly commissioned it. Immediately after performance of the time work, the Contractor is to present evidence of the time through a daily wage slip to be signed by the Principal.

5. INVOICING, PAYMENT, DISCOUNT

- 5.1 Invoices may only be submitted after acceptance by the Principal or, if one has not been requested, on final completion of the works / services to be performed per contract. Invoices are to be submitted in double-copy and are to state the order / contract number.
- 5.2 Advance payments shall only be made after express previous agreement.
- 5.3 Term of payment is 30 days after receipt of invoice at the domicile of the Principal. For payment within 14 calendar days after receipt of invoice by the Principal, the Principal has the right to deduct a 3% discount from the gross invoice amount. Discounts may be claimed for each individual payment, also part-payments. The Principal has the right to decide whether the

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discount shall be deducted from an individual invoice or from the total at final payment.

- 5.4 Should work performance stand to dispute, the Principal has the right to deduct a discount from the performance deemed completed, provided payment has been made in due time.

6. CONTRACT DEADLINES

- 6.1 The times / dates stipulated in the Works Contract or our Notice of Award for commencement, performance and completion of work are binding.
- 6.2 In the case of an estimated work commencement date, the Principal shall inform the Contractor of the actual date at least five working days in advance.
- 6.3 A deferment of a deadline that is binding for both partners may only be made in writing. In this case, the penalty clause shall equally apply to the new completion date

7. PENALTY CLAUSE

- 7.1 Should the Contractor be delayed with completion of the work / service to be performed, the Principal has the right to claim a penalty of 0.2 % of the gross invoice amount for each additional work day. This shall not, however, exceed 5 % of the gross invoice amount.
The contract penalty may be claimed up until final payment. If the Contractor is in delay with only a part of the work or services, the delay consequences shall only become effective for that part, provided the Principal may already make use of the completed work or services.
- 7.2 If the Works Contract or our Notice of Award stipulates that a penalty may be also claimed for a delay with regard to other binding contract deadlines then this penalty shall be added to the delay in completion.

8. ACCEPTANCE

Acceptance shall take place as per § 12 VOB/B. A pro-forma acceptance as per § 12 Nr. 5 VOB/B is, however, not possible

9. CLAIMS

- 9.1 Liability is regulated as per the provisions of VOB/B, if not otherwise regulated in the following.
- 9.2 The limitation period for claims tied to deliveries, construction, assembly and planning / design is five years.

10. DOCUMENTATION, CONFIDENTIALITY

- 10.1 The Contractor obliges to use all information, documents or other aids tied to the individually concluded contracts for the purpose of contract fulfilment only and shall treat them as confidential.

This obligation extends beyond completion of the individual contract, without limit. After acceptance of the individual works / services to be performed, the Contractor obliges to return all documents, copies and aids to the Principal.

- 10.2 The Contractor and his employees are to keep confidential information either shared or made available by the Principal and his clients confidential, now and in future. All information regarding the business activity of the Principal and his clients shall be considered confidential. Also confidential are the agreements made in the context of this contract and the performed works / services.

The content of this general contract and of all individual contracts is to be kept confidential.

11. INSURANCE

- 11.1. The Contractor is to conclude, at his own cost, a works- and assembly insurance with sufficient coverage as per the general conditions.
- 11.2 The Contractor is to conclude, at his own cost, a public liability insurance with coverage to the sum of € 3 m. for personal and material damages, as well as € 100,000.00 for financial losses. If the Contractor has been commissioned to perform design or planning services, then the insurance must also cover faulty planning.
- 11.3 The Contractor is to provide evidence that a public liability insurance and a works- and assembly insurance has been concluded, on his own initiative, at the latest before commencement of work and via a confirmation sent by the insurance company to the Principal. Payments will not be made to the Contractor until these confirmations of insurance have been received.
- 11.4 The Contractor is responsible for road and transportation safety for the entire area in use for his contract fulfilment up until the final completion of the works and clearing of the area. He frees the Principal from any claims which could be made by third parties against the Principal in connection with the execution of the work.

12. CLANDESTINE EMPLOYMENT ACT, FOREIGN EMPLOYEE LAW, SGB (German Social Security Code)

- 12.1. The Contractor obliges to adhere to the German laws on clandestine (illicit) employment, the Foreign Employee Law and the provisions of the German Social Security Code (SGB), in particular with regard to remittance of contributions. The Contractor is to maintain lists of all employees working on-site for him or for his subcontractor and to continuously control these. It is the responsibility of the Contractor to ensure that all employees working on-site either for him or for his subcontractor carry personal- and social security identification cards with them at all times. The Principal reserves the right to carry out control-checks for this. At the request of the Principal, these lists and also proof that social security contributions have been duly remitted are to be presented.
- 12.2 The Contractor obliges to free the Principal from responsibility from any claims arising from the employees of the Contractor, of his subcontractor, and all other employees of further subcontractors, hire firms or the social security benefits office as per the German Foreign Employee Law § 1 a ("Arbeitnehmerentsendegesetz"), § 28 e Abs. 3 a - f SGB IV and further legislation regarding a similar liability.

13. FURTHER PROVISIONS

- 13.1 Modifications of or additions to this Contract for Works and Services are only valid when they have been made in writing
- 13.2 The contract is subject to German law. Place of jurisdiction shall be – when legally permitted – the domicile of the Principal.
- 13.3 Place of performance shall be the domicile of the Principal.
- 13.4 Should individual clauses of this contract become null and void or should the contract present gaps, the validity of the remaining clauses is not affected. In the place of the null and void clause, a suitable regulation shall apply which most closely corresponds to the sense and purpose of the void clause. The same applies to the filling of gaps.

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