



General Business Terms and Conditions Version: 17th May 2018

A GENERAL PROVISIONS

1 Scope of applicability

1.1 These General Business Terms and Conditions apply to all orders issued by customers of ALTEN GmbH or ALTEN SW GmbH (hereinafter, "ALTEN"), including for services under a contract for services (*Dienstvertrag*) or a work contract (*Werkvertrag*), as well as for the supplying of temporary workers. In addition, these General Business Terms and Conditions apply to all products that customers purchase from ALTEN. Products are sold exclusively in commercial business transactions. These General Business Terms and Conditions also apply to all future services (contractual relationships) with ALTEN, even where they are not separately agreed upon again.

1.2 Business terms and conditions of customers or third parties are not applicable, even where ALTEN does not separately reject their applicability in a given case.

Even where ALTEN makes reference to a writing that contains the business terms and conditions of the customer or a third party or refers to same, this does not constitute agreement with the applicability of such business terms and conditions.

2 Offer, conclusion of contract, and amendment of contract

2.1 All offers of ALTEN are binding for 10 calendar days, starting on the date of creation and transmission to the customer, or until the date stipulated in the offer (acceptance deadline). Thereafter, offers are non-binding and subject to change. ALTEN may accept orders within 14 days of receipt.

2.2 Oral commitments made by ALTEN prior to conclusion of the contract are not legally binding, and oral understandings between the parties are superseded by the written contract, unless they expressly provided that they are to remain binding. Supplementations and modifications of agreements entered into, including to these General Business Terms and Conditions, must be made in writing in order to be effective. Other than general managers or holders of a general commercial power of attorney (*Prokuristen*), ALTEN employees are not authorised to make any agreements in deviation hereof.

2.3 All particulars provided by ALTEN concerning the subject of the delivery or service (e.g. sizes, values in use, load-bearing capacity, tolerances, and technical data), as well as depictions of same (e.g. drawings, images, plans, etc.), are approximate only, unless usability for a contractually envisioned purpose presupposes precise conformity (definition) or same was contractually agreed upon. They do not constitute guaranteed characteristics but rather descriptions or designations of the service. Deviations that are customary in the trade, as well as those that result from legal provisions or constitute technical improvements, and the replacement of construction parts with those of equal value are permissible, provided that they do not interfere with usability for the contractually envisioned purpose.

2.4 Changes to the scope of the contractually agreed service during order fulfilment must be agreed upon in writing. ALTEN will submit a supplementary offer to the customer (change of service, modification of compensation, etc.), which must be accepted within five business days. If the customer fails to give timely notice of acceptance, the contract amendment is considered to be not agreed upon. The foregoing notwithstanding,

even absent agreement, ALTEN is entitled to modify the compensation if contract amendments are made with the customer's consent.

2.5 In the event that the customer rejects the supplementary offer, ALTEN is entitled to temporarily suspend the provision of the service or the change of the service until agreement on a corresponding modification of compensation, provided that ALTEN has given the customer advance notice thereof of at least three business days. Delays occasioned by this are not the responsibility of ALTEN.

3 Prices, payment terms

3.1 Prices may be agreed upon either as binding fixed prices or on an hourly basis. Prices are stated in euros, plus applicable value-added tax. If the type of compensation and the billing method were not agreed upon, billing occurs monthly on an hourly basis.

3.2 Prices are solely considered to be those set forth in the offer. Unless explicitly mentioned in the offer, all product accessories do not form part of the order. Packing and shipping costs are charged separately.

3.3 Invoices are due and payable within 30 days of the invoice date, without deduction for early payment. If the customer is in default, interest is charged on the outstanding amounts starting on such date in the amount of 9 percentage points above the applicable base interest rate. The assertion of higher interest or additional damage from delay remains unaffected.

3.4 ALTEN is entitled to perform or provide outstanding services only against payment in advance or the posting of security, when, following conclusion of the contract, circumstances become known that are capable of substantially lowering the customer's creditworthiness and that jeopardise payment by the customer of ALTEN's open claims.

3.5 The customer may set off its counterclaims or withhold payment with respect to such claims only if the counterclaims are uncontested or have been reduced to an enforceable judgment.

4 Duties of the customer to cooperate

4.1 The customer must make available to ALTEN in a timely manner all information and documentation necessary for providing the service and promptly comply with all duties of cooperation incumbent upon it.

4.2 If the customer fails to comply with its duties of cooperation in a timely manner, including with regard to the submission of required documentation, information, and data, it is responsible for any delays resulting therefrom.

4.3 The customer is liable to ALTEN that the documentation, information, and data provided to it are free of error, as well as free of third-party proprietary rights that preclude or interfere with contractually consistent use by ALTEN.

5 Termination provisions

ALTEN is entitled to terminate for good cause if the customer fails to perform an action incumbent upon it and thereby makes it impossible for ALTEN to perform the service or if it fails to make payments when due or is otherwise in default. In such case, ALTEN is entitled to compensation for provision of the service until receipt of the notice of termination.

In all other respects, statutory provisions apply to the case of termination.

6 Confidentiality agreement and archiving obligations

6.1 ALTEN and the customer are mutually obligated to treat in strict confidence all information concerning the trade or business affairs of the other party and to use this solely in connection with the contractual provision and refrain from disclosing it to third parties. This also applies where, following the exchange of confidential information, a contractual relationship is not established.

6.2 Not considered to be third parties are suppliers and subcontractors engaged by ALTEN to provide the service. ALTEN will obligate suppliers and subcontractors to the same degree of confidentiality in accordance with Section 6.1.

6.3 ALTEN has the right to destroy project documentation following the end of the respectively applicable warranty and/or prescription periods, unless the parties have reached separate agreement on the archiving of project documentation.

7 Liability – Compensation of damages

7.1 ALTEN's liability for compensation of damages is limited in accordance with this Section 7, regardless of legal reason, including impossibility, default, defective or wrong delivery or service, breach of contract, breach of duties during contract negotiations, and tort, where same depends on fault.

7.2 ALTEN is not liable in the case of simple negligence by its governing bodies, statutory representatives, employees, or other persons used to perform an obligation (*Erfüllungsgewährten*), unless same involves a breach of material contractual duties. Materially contractual duties mean the obligation to render the service in a timely, defect-free manner, as well as duties of consultation, protection, and due care that are intended to make it possible for the customer to use the service in conformity with the contract or that are designed to protect the life and limb of the staff of the customer or third parties or the property of the customer against substantial injury or damage.

7.3 If pursuant to Section 7.2, ALTEN is liable for compensation of damages, such liability is limited to damages that ALTEN anticipated at the time of contract conclusion as a possible consequence of a breach of contract or that, taking into account the circumstances, were known, or that ALTEN should have known or anticipated in application of customary diligence. Moreover, indirect damages and damages that are the consequence of defects in the provision of the service are subject to compensation only if such damages are typically to be expected in connection with the intended use of the service.



7.4 In the case of liability for simple negligence, the ALTEN's duty to compensate for property damage and additional pecuniary damage resulting therefrom is limited to the amount of compensation for the individual order, unless existing general liability insurance covers the damage. This also applies where a breach of material contractual duties is involved. The aforementioned exclusions and limitations of liability apply to the same extent in favour of ALTEN's governing bodies, statutory representatives, employees, and other persons used to perform an obligation.

7.5 If ALTEN provides technical information and/or acts in an advisory capacity, and such information and/or advice does not form part of the owed and contractually agreed scope of the service; the same is performed at no charge and under exclusion of all liability.

7.6 The customer's claims to compensation of damages lapse after 12 months. The limitation of claims period begins for purchase contracts with the passage of risk and, for work services, upon acceptance. For all other claims, such as under a contract for services, the period of limitation of claims begins on conclusion of the year in which the customer became aware of the circumstances establishing the claim and the identity of the person causing it or should have become aware of same but for gross negligence.

7.7 The limitations of liability pursuant to Section 7.2-7.6 do not apply to ALTEN's liability for wilful misconduct, guaranteed characteristics, or injury to life, body, or health or under the German Product Liability Act (*Produkthaftungsgesetz*).

8 Copyright and rights of use

8.1 Particularly during the offer process (pre-contractual period), ALTEN retains title and copyright in and to all submitted offers and cost estimates, as well as in and to data, software programs, software tools, drawings, images, calculations, brochures, catalogues, models, tools, and other documentation and aids provided to the customer. In the absence of express consent of ALTEN, the customer may not make such items accessible to third parties, either as such or in substance, disclose them, or use or reproduce them, either directly or through third parties. When so requested by ALTEN, the customer must return such items in full and destroy any copies made thereof, if they are no longer needed by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

8.2 For all works and work product developed by ALTEN on behalf of the customer, as well as for employee inventions, ALTEN grants the customer, upon payment in full, the exclusive right unlimited in time to use the same to the extent described in the respective order.

8.3 If the customer's requirements profile contains drawings, models, samples, or other data, the customer warrants that third-party proprietary rights are not infringed through their use. The customer must indemnify ALTEN against claims in this respect and pay compensation of the damages incurred.

9 Retention of title

Until payment in full by the customer of all purchase price claims, ALTEN reserves the right to demand return of the delivered services.

9.1 ALTEN retains title to the items of deliveries (goods subject to retention of title) until satisfaction of all claims to which it is entitled against the customer in connection with the business relationship. If the value of the security rights to which ALTEN is entitled exceeds the amount of all secured claims by more than 20%, ALTEN will, at the customer's request, release a corresponding portion of the security rights.

9.2 While retention of title remains in effect, the customer is prohibited from pledging, reselling, or assigning security.

9.3 The customer must promptly notify ALTEN in the event of liens, seizures, or other dispositions or encumbrances by third parties.

9.4 If the customer breaches a duty, including in the event of payment default, and after fruitless expiry of a reasonable deadline set for the customer to perform, ALTEN is entitled to rescind the contract and recover the goods. The statutory provisions concerning the dispensability of the setting of a deadline remain unaffected. The customer is obligated to surrender the goods.

9.5 The processing or conversion by the customer of the goods subject to retention of title is always undertaken on behalf of and at the request of ALTEN. In such case, the customer's expectant right in and to the goods subject to retention of title continues for the converted item. If the goods subject to retention of title are processed with other items not belonging to ALTEN, the latter acquires co-title in and to the new item in the ratio that the objective value of the product bears to the other processed items at the time of processing. The same applies in the event of comingling. If comingling occurs in such a way that the customer's item is considered to be the principal item, it is deemed agreed that the customer assigns pro-rata co-title to ALTEN and safeguards for us the sole title or co-title resulting therefrom.

10 Recruitment prohibition, contractual penalty

The customer undertakes to refrain from recruiting for itself or third parties or supporting recruitment activities concerning employees of ALTEN and other persons contractually affiliated with ALTEN who in connection with order fulfilment are involved in the provision of a service or manufacture of a work. In terms of time, this prohibition of recruitment is valid for the entire project duration and for one year following the end of the project.

Recruitment is considered to be any direct or indirect influencing of an employee of ALTEN and other persons contractually affiliated with ALTEN with the aim of establishing a new employment relationship or the conclusion of a contract for services with the customer or a third party. In the event of an infraction, a contractual penalty is payable in the amount of EUR 30,000.

B CONTRACTS TO PRODUCE A WORK

11 In the case of conclusion of contracts to produce a work, the following additional terms and conditions are applicable:

11.1 Delivery dates

Where appropriate, delivery dates are agreed upon in individual contracts. If no dates are agreed upon, same are determined at our own discretion.

11.2 Place of performance

The order is carried out at the premises of ALTEN. Complete or partial performance at the customer's premises can be agreed upon, including where continual professional meetings or technical coordination is necessary. The right to give instructions to its employees and persons used to perform an obligation rests solely with ALTEN. Remaining unaffected hereby is the customer's right to give instructions on a case-by-case basis concerning performance of the order.

11.3 Inspection and acceptance

Conveyance of the services is set down in writing in an inspection and acceptance protocol. If inspection and acceptance is not possible at the time the service or the work is conveyed, the customer is obligated to give ALTEN prompt written notice of acceptance, but not later than two weeks after conveyance of the work or performance of the service.

Any defects must likewise be notified to ALTEN by this deadline. Unless the customer refuses acceptance in writing within two weeks of conveyance of the work or performance of the service, acceptance is considered to have been granted. Acceptance is further considered given when the work is sold or when the work or service is used for its intended purpose by the customer or a third party. In the case of concluded partial services, ALTEN has the right to demand partial inspection and acceptance.

11.4 Warranty

11.4.1 If there are defects in the performance, ALTEN first has the opportunity, under exclusion of further claims of the customer, to improve the service or re-manufacture the work within a reasonable deadline.

11.4.2 If, despite at least two attempts at remedy, the rectification/re-manufacture is unsuccessful, the customer may demand reduction of the purchase price or rescission of contract, as well as compensation of damages in connection with the limitation of liability under Section 7. Immaterial defects (minor deviation from agreed characteristics or minor impairment of usability) do not entitle the customer to rescind the contract. The customer may not resort to self-help unless ALTEN consents to it in writing.

11.4.3 If the customer or third parties perform improper repair work or make improper changes to the service result/work, no warranty claims exist for these and the resulting consequences. The customer's claims based on expenses necessary for the purpose of remedy, including transport, travel, work, and materials costs, are precluded insofar as the expenses increase because the work delivered by ALTEN was subsequently relocated to a place other than the customer's place of business, unless the relocation corresponds to its intended use.

11.4.4 The warranty period amounts to 12 months.

The warranty period begins upon acceptance or, if later, on fulfilment of the last performance to be provided under the contract.



C CONTRACTS FOR SERVICES

11.5 In the case of conclusion of contracts for services, the following additional terms and conditions are applicable:

Irrespective of the right to terminate without notice, contracts for services may be terminated by either party with eight weeks' notice, effective at the end of the month.

D CONTRACTS FOR THE SUPPLY OF TEMPORARY WORKERS

11.6 The basis for calculating ALTEN's compensation is the contractually agreed hourly rate, plus applicable value-added tax.

11.7 The following surcharges are apply to the agreed hourly rate:

Extra work, at a rate of 25%

Night work (from 10:00 p.m. to 6:00 a.m.), at a rate of 20%; Sunday and holiday work, at a rate of 50%; work on 1 May, Christmas, Easter, and New Year's Day, at a rate of 100%

11.8 If several surcharges coincide, only the highest one shall be applied. Other ancillary costs are charged for business travel that is taken at the customer's request. Business travel is billed on an hourly basis. Travel time is treated like working time.

11.9 If while the project is ongoing and for a period of up to six months after the ending of the provision of temporary workers, a temporary worker is given a permanent employment contract, ALTEN shall charge the customer a placement commission in the amount of three months' salary of the placed temporary worker.

11.10 In connection with contracts for the supply of temporary workers, ALTEN as supplier does not assume any bank guaranties, including for any recourse claims due to use by the customer that are lodged by the collection office for social insurance contributions pursuant

to section 28 e II of the German Social Code (*Sozialgesetzbuch*, SGB), Book IV.

E FINAL PROVISIONS

12 ALTEN's registered office is the place of jurisdiction for all claims under or in connection with the contractual relationship. German law is solely applicable.

If the contract or these General Business Terms and Conditions contain unenforceable clauses or omissions, deemed agreed upon are those legally valid provisions that the contracting parties would have agreed upon in accordance with the financial objectives of the contract and the purpose of these General Business Terms and Conditions had they been aware of the unenforceability of the clauses or the omissions.