

Special Terms and Conditions of Purchase for Services of the SSI SCHÄFER Group

I. Scope

1. These terms and conditions shall apply in addition to the General Terms and Conditions of Purchase. In the event of any conflict, these terms and conditions shall prevail. To the extent provisions of the General Terms and Conditions of Purchase are applicable to services by their nature, they shall apply accordingly.

II. Contract Term and Termination

1. The contract shall remain in effect for the term agreed between the parties or shall end upon completion of the project specified in the contract or purchase order. Ordinary termination is excluded during the term of the contract and any extension thereof.

2. The right to extraordinary termination without notice for good cause shall remain unaffected.

III. Use of Personnel and Subcontractors

1. The Contractor shall employ only professionally qualified, trained and competent personnel and shall provide evidence thereof upon request. In the event of repeated or serious misconduct, the Customer may prohibit the further deployment of individual employees; any additional costs shall be borne by the Contractor. Contractor personnel shall not be integrated into the Customer's organization. Authority to issue instructions shall remain with the Contractor.

2. The Contractor shall comply with all labor, social security and tax regulations, including in particular the German Minimum Wage Act (MiLoG) and, where applicable, the Posted Workers Act (AEntG), both for its own personnel and for subcontractors or temporary employment agencies engaged by it. SSI shall be indemnified against any third-party claims arising from violations.

3. The Contractor shall immediately inform the Customer of any facts that may give rise to a suspicion of false self-employment or unlawful employee leasing.

4. The engagement of subcontractors requires the Customer's prior written consent. The Contractor shall require subcontractors to comply with all relevant contractual obligations and shall be liable for their performance. The Contractor shall be responsible for the acts and omissions of its subcontractors and vicarious agents as for its own acts and omissions.

5. If personnel from non-EU countries are used, valid work permits shall be submitted without request before performance begins.

6. The Contractor shall comply with all safety, occupational health and accident prevention regulations as well as any site regulations of the Customer or its customers and shall ensure that deployed personnel do the same.

7. The place, time and manner of performance shall be coordinated individually with the Customer; in this respect the Contractor shall not be subject to instructions.

IV. Performance of Services, Cooperation

1. The Contractor shall perform the services commissioned by the Customer in accordance with a separate statement of work. The Contractor shall comply with all guidelines provided by the Customer where reasonable. If compliance is unreasonable, the Contractor shall object without undue delay after becoming aware of the relevant guideline and state the reasons.

2. For proper and timely performance, the Contractor shall actively request all required information and documents from the Customer, review them for inconsistencies and notify SSI in writing without undue delay of any deficiencies.

3. Unless otherwise agreed, the Contractor shall provide weekly progress reports.

4. The Contractor shall not act as a representative of the Customer vis-à-vis third parties.

5. The Contractor shall perform its services in such a manner that the recognizable purpose of the Customer's purchase order is fully achieved. In addition to the expressly agreed services, this includes all necessary ancillary and supporting services required for that purpose, without entitlement to additional compensation.

V. Customer Cooperation Obligations

1. The Customer shall cooperate with the Contractor and, upon request, provide all documents and information required for proper performance. This shall not apply where legal restrictions, third-party rights or confidentiality obligations prevent such disclosure.

2. The Customer retains all ownership rights and copyrights to all documents provided by the Customer (e.g. illustrations, drawings and calculations). The Contractor may use them solely to perform the purchase order and may disclose them to third parties only with the Customer's written consent. Upon completion or termination of the contract, the Contractor shall return them upon request or without request and destroy all copies, except where statutory retention obligations or customary data backups apply.

3. The Contractor shall request any agreed cooperation services from the Customer in writing and in sufficient time to ensure that they can be provided without adversely affecting the Customer's business operations.

4. Where access to specific systems or the use of specific tools of the Customer (e.g., IT systems or software) is indispensable for the performance of the services, the Customer shall provide such systems and tools free of charge.

VI. Change of Scope

1. The Customer may request changes to the agreed scope of services at any time. Such requests shall be submitted to the Contractor in text form and shall describe the requested modifications in sufficient detail.

2. The Contractor shall review the change request within a reasonable period, but no later than two (2) weeks after receipt.

3. If the Contractor is unable to implement the requested change, it shall inform the Customer in writing without undue delay and provide the reasons.

4. If implementation is feasible, the Contractor shall submit a written change

proposal within the above period, including the expected impact on schedule and costs.

5. The Customer shall be free to accept the change proposal. Acceptance shall be made in text form. Upon acceptance, the amended scope of services shall become binding.

6. Any contractual amendment, including any waiver of a written-form or text-form requirement, must be made in text form. If the Contractor considers changes to the scope of services necessary for the performance of the purchase order, it shall notify the Customer thereof immediately in text form. Such changes shall always require the Customer's prior consent in text form.

VII. IT Service Requirements (T&C-IT only)

VIII. Project Management and Reporting Obligations

1. Unless otherwise agreed and where the services are performed on a project basis, the Customer and the Contractor shall establish a joint project organization. No later than the commencement of the contract, the Contractor shall appoint a project manager as the central point of contact. The project manager may only be replaced for good cause or at the Customer's request.

2. The Contractor's project manager shall:

- maintain project documentation covering the project structure and governance, workflows and processes, stakeholders, applicable rules, and quality assurance measures;
- prepare and maintain a detailed project plan;
- update the project plan on a weekly basis during critical project phases and otherwise every two weeks and provide the Customer with the updated project plan together with a planned-versus-actual comparison.

3. Upon request, the Contractor shall provide the Customer at any time with a report on the current status and progress of the services.

IX. Performance Period

1. Timely performance shall require complete and contract-compliant performance, including all associated documentation (e.g. documentation and inspection certificates).

2. Where no fixed deadlines are agreed, services shall be performed taking into account SSI's urgency and scheduling requirements.

X. Compensation, Payment Terms and Invoicing

1. Compensation for services shall be governed by the contractual agreement.

2. Where compensation is based on time and materials, invoicing shall be issued monthly in arrears.

3. For fixed-price projects, invoicing shall be performed in accordance with the agreed milestone payment schedule and otherwise upon project completion. The Contractor shall bear any additional costs required to fully perform the services; additional claims for costs not caused by SSI SCHÄFER are excluded.

4. SSI SCHÄFER shall reimburse the Contractor, upon prior approval and against appropriate supporting documentation, for all necessary and reasonable expenses incurred in performing the services. The following standards apply to travel expenses: second-class rail travel, hotel accommodation up to EUR 140 per night, car travel at EUR 0.35/km and economy-class flights. Any deviations require prior approval in text form. The Contractor shall invoice such expenses together with its invoice and provide the relevant supporting documentation.

5. Travel time shall not be compensated unless otherwise agreed.

6. For time-based compensation, each invoice shall include a detailed record of hours worked and a meaningful activity description approved by the relevant SSI representative.

XI. Quality, Liability for Defects and Insurance

1. The Contractor warrants that the services comply with the state of the art and all applicable legal requirements. The Contractor shall independently obtain information on the legal requirements applicable at the place of performance.

2. The Contractor shall maintain adequate professional liability and/or financial loss liability insurance with coverage of at least EUR 2 million and provide evidence upon request.

XII. Documentation, Results and Rights

1. The Contractor shall prepare complete and proper documentation of all services in the Customer's language or, if agreed, in English. The documentation shall reflect the current status, facilitate its use and enable further development.

2. The documentation shall be continuously updated and delivered electronically in editable format no later than termination of the contract. The Customer may inspect and copy it at any time. Upon delivery, all rights shall transfer to the Customer.

3. The Contractor shall communicate and make all results achieved available to the Customer without undue delay.

4. Work results created by the Contractor shall become the exclusive property of the Customer upon creation. The Customer shall receive a perpetual, worldwide, sublicensable and royalty-free right to use all copyrights arising from the services.

XIII. Final Provision

1. In the event of any discrepancies or inconsistencies between the German and English versions of these Special Terms and Conditions of Purchase for Services, the German version shall prevail. The English version is provided for information purposes only.