

Appendix to the General Terms and Conditions of Purchase

Last updated: June 2021

Supplemental regulations governing the performance of services or provision of work or labour

Section 1 Scope

(1) This Appendix supplements the "General Terms and Conditions of Purchase" of Düker GmbH (hereinafter "Client") if the subject of the contract is the performance of services or provision of work or labour by the vendor, service provider or contractor (hereinafter "Contractor"). Unless otherwise agreed in this Appendix, the rights and obligations of the Seller from the General Terms and Conditions of Purchase apply accordingly to the Contractor in the performance of services or provision of work or labour.

Section 2 Material defect or defect in title

The statutory provisions apply to the rights of the Client in the event of material defects and defects in title of the work and in the event of other breaches of duty by the Contractor.

Section 3 Performance of services

- (1) The Contractor performs the services and work assigned to it in its own organisation and responsibility and only using carefully selected and qualified employees. Only the Contractor is authorised to issue instructions to its employees.
- (2) The Contractor is responsible for its employees' compliance with the contractual obligations (especially with regard to confidential information and data protection). The Contractor must inform all employees used of the relevant provisions and ensure their compliance.
- (3) In the event of services on the factory site or within the Client's premises, the Contractor and its employees must comply with the safety regulations and information policies applicable there, which are displayed at the factory gates and will be communicated in advance if requested (in particular the "safety regulations for service providers").
- (4) The Contractor is obliged to notify the Client immediately in text form of any circumstances that (could) interfere with contractual performance.
- (5) The Client request changes to the contracted service at any time. The Contractor can object to the changes if they are deemed unreasonable. Such an objection must be made without delay. The Contractor will provide the Client with a written quote for additional or more extensive services; if this is not done immediately, any additional cost is included in the original price.
- (6) The Contractor guarantees and assures the Client that it will meet all obligations arising from legal or regulatory provisions with respect to its employees (such as the minimum wage, payment of social security contributions, etc.). At the Client's request, the Contractor must provide evidence of this to the Client by submitting documents (e.g. pay slips).

Section 4 Rights to work results

- (1) The work results generated for the Client by the Contractor or by third parties on the Contractor's behalf in any form, all samples or other materials and all rights including any patent and intellectual property rights thereto become the sole and irrevocable property of the Client upon their creation.
- (2) In addition, the Contractor irrevocably grants the Client the right of use – which can be transferred and sublicensed and is not limited in terms of location, content or time – to all aforementioned copyrightable work in all forms of use for the contractually agreed or stipulated purposes. In the case of work results created individually for the Client, the aforementioned rights of use are also granted exclusively. If the Contractor cedes a work result to the Client that contains rights existing before the performance of the services, the Contractor irrevocably grants the Client a non-exclusive right of use – which can be transferred and sublicensed and is not limited in terms of location, content or time – thereto.
- (3) The Contractor assures that employees involved in the provision of services, vicarious agents, other agents of the Contractor or consulted third parties will not assert any moral rights or other intellectual property rights. At the Client's first request, the Contractor must ensure that the relevant employees provide the necessary consent for the registration of intellectual property rights and/or a declaration of assignment of rights to work results.
- (4) The Contractor is entitled to retain a copy of the work results as evidence of the services it has provided. However, the Contractor has no other rights, in particular the right of reproduction or distribution.
- (5) All claims with regard to the rights transferred or granted in accordance with this Section 4 are satisfied in full by the payment of the compensation under the relevant individual order.

Section 5 Legal requirements and quality assurance

- (1) The Contractor undertakes to comply with the legal requirements applicable to the services at the place of performance and destination, especially for accident prevention, the safety of work and machinery, and environmental protection. Furthermore, the Contractor undertakes, if relevant, to comply with the "Equipment guidelines for machines and plants", which the Client will make available to the Contractor upon request.
- (2) The Contractor must perform quality assurance that is appropriate in nature and scope and consistent with the state of the art and must provide the Client with evidence of this upon request.
- (3) The Contractor will conclude a corresponding quality assurance agreement with the Client upon request.

Düker GmbH