

A) General provisions

1. Contractors

The contractual partners are avitea Industrieservice GmbH (hereinafter "avitea Industrieservice") and the customer who is not a consumer in the sense of § 13 of the German Civil Code (BGB).

2. Validity of the General Terms and Conditions

- 2.1 The business relations between avitea Industrieservice and the customer (collectively also referred to as "parties") are exclusively subject to these General Terms and Conditions ("GTC").
- 2.2 The validity of deviating or supplementary regulations, in particular General Terms and Conditions of the customer, is excluded, even if avitea Industrieservice does not expressly contradict them; otherwise only applies if avitea Industrieservice has expressly agreed in written form prior to the conclusion of the contract.
- 2.3 These General Terms and Conditions apply to the present business as well as to all future business, without any need for a further reference of the validity of the GTC. avitea Industrieservice provides work and services.

3. Contracts and offers

- 3.1 Subject to a separate regulation, the contract comes into effect upon receipt of the order confirmation of avitea Industrieservice, at the latest with the provision of the service by the avitea Industrieservice.
- 3.2 All offers of avitea Industrieservice are subject to change and non-binding, unless expressly stipulated otherwise in the offer.

4. Services of avitea Industrieservice

- 4.1 The service of avitea Industrieservice includes the implementation of a specific task and can be provided in the form of works or services.
- 4.2 The services are provided in accordance with the service specifications described in the order document.
- 4.3 Further conditions for the contractual services may arise from documents which, as attachments, become part of the respective contract. Attachments become part of the contract by reference (e.g. in an order document).
- 4.4 avitea Industrieservice will deploy qualified employees in order to meet the obligations arising from this agreement. These employees are exclusively subject to the right of instruction of avitea Industrieservice. Furthermore, avitea Industrieservice is responsible for the selection and deployment as well as the supervision, management, control and payment of its deployed employees, within the framework of the liability regulations specified in section 10.
- 4.5 avitea Industrieservice provides a contact person ("project manager") as a permanent reference person in the course of the execution of the respective order, to whom the customer can contact in all matters relating to the respective order.

5. Acceptance of work services

- 5.1 The customer will immediately carry out and declare any acceptance of the work services provided by avitea Industrieservice, unless there are any material defects. avitea Industrieservice is entitled to participate in any acceptance.

- 5.2 If no complaint of significant defects takes place within a period agreed for acceptance or, in the absence of a deadline, within 30 calendar days after the provision of acceptance or if the customer takes over the work into his productive operation, the acceptance is deemed as done.

6. Obligations and obligations of the customer

- 6.1 The customer ensures that all provision and cooperation services required by him are provided on time and to the extent necessary for the avitea Industrieservice.
- 6.2 Information, data and documents provided by the customer to avitea Industrieservice are examined by avitea Industrieservice only for obvious errors.
- 6.3 The customer grants the employees of avitea Industrieservice all necessary support during their work in the customer's operation. This support includes, among other things, that the customer:
 - ensures that a qualified employee is available as a contact person at the place of performance,
 - provides avitea Industrieservice employees with the timely information necessary for the activity,
 - ensures that avitea Industrieservice employees are granted free access to the premises at the agreed times,
 - ensures that his provisions comply with the health and safety regulations.
- 6.4 If the customer does not provide the required cooperation, not on time or in the agreed manner, and he is responsible for this, the consequences resulting from this (e.g. delays, additional expenses) shall be borne by the customer.

7. Compensation and terms of payment

- 7.1 The compensation to be paid by the customer for the provision of services by avitea Industrieservice is determined according to the fee rates agreed with the customer in the respective order.
- 7.2 Prices are quoted exclusive of the applicable value added tax.
- 7.3 Invoices of avitea Industrieservice are to be paid immediately and without deduction. However, this does not apply to work services if the service has not yet been accepted.
- 7.4 The entire claims of avitea Industrieservice are due immediately if the customer does not comply with the payment terms or ceases his payments for reasons for which he is responsible. However, this only applies to work services if the acceptance of the service has already taken place. In addition, avitea Industrieservice is entitled to demand advance payments for outstanding services and to withdraw from the contract after setting a reasonable deadline or to claim compensation for non-performance.
- 7.5 The customer is only entitled to offset if his claims are undisputed or legally established. The right of retention of the customer is also excluded, unless the counter claim of the customer comes from the same contractual relationship and is undisputed or legally established.

8. Complaints

Complaints of any kind must be notified in written form to avitea Industrieservice immediately after determination. The omission of timely complaints is deemed as an approval.

9. Warranty

- 9.1 avitea Industrieservice will, within the scope of its legal obligation, remedy any defects of the agreed works about which it has been informed in written form by the customer. If avitea Industrieservice fails to correct an error even after setting and expiry of a reasonable and additional period, the customer may, insofar as the value or suitability of the service is limited, demand a price reduction or withdrawal from the contract, according to its choice. However, in case of minor defects or deviations, a withdrawal from the contract is excluded. Claims for damages are excluded for minor defects.
- 9.2 Services are not entitled to warranty.
- 9.3 The assumption of a warranty for certain properties requires expressly the written agreement by avitea Industrieservice to be effective.

10. Liability and limitation

- 10.1 Subject to the regulation in 10.2, the contractual and statutory liability of avitea Industrieservice for damages is limited as follows:
- avitea Industrieservice is liable for the slightly negligent violation of essential obligations arising from the contractual relationship, limited in amount to the typically foreseeable damage when the contract was concluded,
 - avitea Industrieservice is not liable for the slightly negligent violation of non-essential obligations arising from the contractual relationship,
 - avitea Industrieservice is liable for the negligent violation of obligations, except in cases of gross negligence, in amount limited to the performance of its insurance.
- 10.2 The personal liability of the legal representatives, vicarious agents and employees of avitea Industrieservice for property or financial damage caused by negligence is excluded, unless this is gross negligence.
- 10.3 avitea Industrieservice is only liable for the loss of data if such a loss would not have been avoidable even by appropriate data backup measures on the part of the customer and only to the extent that the data can be reconstructed with reasonable effort.
- 10.4 The aforementioned limitations of liability do not apply in cases of mandatory legal liability or assuming of warranty or culpable caused injury to life, body and health.
- 10.5 Claims of the customer expire 12 months after provision of the respective service, in case of works services 12 months after acceptance. The statutory warranty period in accordance with § 634a section 1 No. 2 of the German Civil Code (BGB) remains unaffected.

11. Force majeure

- Unforeseeable and unavoidable events out of control of avitea Industrieservice such as force majeure, traffic disturbances, strikes or lockouts, release avitea Industrieservice from the obligation to provide service in a timely manner for the duration of the event.
- 11.1 If the event lasts longer than 6 weeks or if the service to be provided by avitea Industrieservice becomes impossible as a result of the event, both the customer and avitea Industrieservice are entitled to withdraw from the contract. There is no obligation to pay damages in this case, unless one of the contracting parties was aware of the impediment to performance before the conclusion of the contract or they are responsible for their ignorance of it.

12. Confidentiality, data protection

- 12.1 The customer is obligated not to disclose any transmitted data of the avitea Industrieservice, in written form, orally or by any other means, in particular prices, knowledge or experience ("Information") neither in general nor to a third party. The aforementioned obligation does not apply to "information" which is demonstrably generally known or become generally known at a later point in time without breaking the present obligation, or which can be proven to have been known to the customer prior to receipt of the "information" or at a later point in time, without violating the present agreement.
- 12.2 All rights (including industrial property rights and copyrights) in respect of known "information" are reserved. The announcement does not authorize the customer to use the "information" for other purposes than the agreed ones.
- 12.3 Confidentiality also applies to data that is subject to the Data Protection Act. The parties will only process and use personal data of the other party for contractually agreed purposes. In particular, they shall protect personal data against unauthorized access and, in addition, not record, save or reproduce such data, nor use or exploit it in any form or pass them on to third parties without the consent of the party. avitea Industrieservice complies with the Federal Data Protection Act in its respective version for data processing.

13. Termination

- 13.1 Insofar as the contract is concluded for an indefinite period, both parties are entitled to an ordinary right of termination with a period of 3 months at the end of the month.
- 13.2 Each party is entitled to terminate the contract without notice for an important reason. An important reason exists in particular if a party does not meet its payment obligations or if the insolvency proceedings concerning its assets are filed or imminent, despite the fixed period of grace.
- 13.3 In the event of termination, avitea Industrieservice is entitled to cease the performance of the activities owed.
- 13.4 Other rights avitea Industrieservice is entitled to in the event of termination, in particular claims for damages, remain unaffected.

14. Other

The customer agrees that avitea Industrieservice may use the service relationship with the customer as a reference and, in particular, refers to the service provided to the customer on websites, print media and other advertising materials.

B) Final provisions

15. Written form

- 15.1 Any amendments and additions to these General Terms and Conditions and any other contract concluded between the parties must be made in written form in order to be effective, the electronic form is excluded. This also applies to the amendment or cancellation of the written form requirement.
- 15.2 The written form requirement does not apply to an individual contractual agreement, provided that this individual agreement also concerns the departure from the written form requirement for the specific individual amendment or supplementation of the contract.

16. **Severability clause**

Should individual provisions of these General Terms and Conditions be or become ineffective, this does not affect the validity of the GTC or the concerned contract. The parties are obligated to replace the ineffective provision with a provision that comes as close as possible to its economic success. The same applies to the filling of any gaps in the contract.

17. **Place of jurisdiction, applicable law**

- 17.1 The place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Lippstadt. However, avitea Industrieservice is entitled to sue the customer at any other legal place of jurisdiction. Mandatory legal determinations via exclusive jurisdictions remain unaffected by this regulation.
- 17.2 The contractual relationships as well as all claims arising from and in connection with this contract are exclusively subject to the law of the Federal Republic of Germany (except for the rules of private international law and the provisions of the CISG).

Note on female / male / gender-neutral notation

For the sake of better readability, male spelling is usually used on these pages and in our publications. At this point we expressly point out that both the male, the female and the gender-neutral notation for the corresponding contributions as well as for all our publications is meant.

Status: February 2021