

**Special Purchase Conditions for Works and Services** (Version 03/21)**1. Obligations of the contractor**

1.1 The contractor is obliged to produce the promised work.

1.2 The contractor shall perform the fulfillment of the contractual agreed works and services independently and under its own responsibility. Only the contractor shall have the right of direction and control over its employees. The contractor shall be responsible for ensuring that the personnel which it deploys are not integrated into any businesses of cellcentric GmbH & Co. KG or into any of its group companies (jointly: "cellcentric").

1.3 Prior to the commencement of work, the contractor shall provide cellcentric with the name of a contact at the contractor who shall be the designated recipient of communications from cellcentric. All communication within the scope of the existing contract relationship, including in respect of the personnel deployed, shall be carried out exclusively via the contact person named by the contractor. cellcentric must be notified in good time of any change of the contact person. The contractor shall only use qualified employees to perform the contract and shall provide evidence of this if requested to do so by cellcentric. In the event of repeated or serious misconduct on the part of an individual employee to the detriment of cellcentric, cellcentric may demand that the contractor refrain from using this employee in connection with the provision of the service. Any additional cost arising here from shall be borne by the contractor. The contractor also undertakes not to assign any employee to work on the contract for cellcentric who was previously employed at cellcentric and whose employment contract was terminated for personal reasons or for reasons relating to his or her conduct.

1.4 Where work is to be performed at cellcentric's business establishments, the contractor must comply with the applicable safety rules and information policies which cellcentric will make available to the contractor upon request. If it uses cellcentric's information and telecommunications technology, the contractor must strictly comply with the applicable directives concerning security of information. The contractor also undertakes to comply with additional or amended directives issued by cellcentric. This does not apply if compliance would be unreasonable for the contractor and the contractor notified cellcentric of

its objection to the guideline in writing immediately after being informed of it, setting out the relevant grounds.

1.5 The contractor shall not be entitled to represent cellcentric.

1.6 The contractor shall inform cellcentric, without being specifically requested to do so, of any facts or any changes to facts that could give grounds for questioning the self-employed status of the contractor.

**2. Cooperation of cellcentric**

2.1 cellcentric shall comply promptly with its duties to cooperate, so far as these are contractually agreed.

2.2 Following prior consultation, cellcentric shall allow the contractor the necessary access to the premises. Workplaces can be allocated by cellcentric, if the contractor explains the requirement sufficiently. There is no right of an allocation for free. The contractor must generally perform the work using its own tools and materials. If this is not possible with regard to the special requirements of the work to be performed, cellcentric can allocate the contractor with the necessary tools and materials, only if these tools and materials are not available for the contractor on the market and, if the allocation is possible and permitted for cellcentric.

2.3 cellcentric shall provide the contractor with any requested documentation or information - where available - by the agreed deadlines. Where information cannot be obtained or, due to the rights of third parties, cannot be disclosed, this shall not amount to inadequate assistance.

2.4 The contractor must report any inadequate assistance by cellcentric immediately in writing otherwise cellcentric will not be in default in this regard and the contractor cannot seek to rely on inadequate assistance in the event of any future claim.

**3. Changes and Additional Services**

cellcentric may demand changes to the contract services at any time. The contractor may only object to such a change request where implementation of the request for change would be unreasonable. The contractor shall submit a new contract offer in

writing to cellcentric for this additional work and any further work. The additional work may not be performed until a separate individual contract concerning this work has been agreed. Work carried out by the contractor which does not comply with these conditions will not be remunerated. Where there is no agreement, cellcentric may terminate the contract in relation to the work which was to be changed, with immediate effect, if adherence to the Agreement without the required change would be unreasonable for cellcentric.

#### **4. Remuneration**

4.1 Work shall not be remunerated until it has been performed in full, unless otherwise agreed. If the parties agree payment by installments, such installments shall only be paid when the agreed part-performance has been rendered in full.

4.2 The contractor is bound by agreed upper limits on remuneration and by fixed prices as well as by the cost estimations it gives prior to concluding the contract unless these are expressly described as non-binding in the purchase order or purchase contract.

4.3 Where a fixed price is agreed for a service, the contractor must perform the service in full at the agreed price. Additional costs involved in performance of the agreed service shall be borne by the contractor. Additional claims are not permitted.

#### **5. Acceptance and Bearing of the Risk**

5.1 The contractor can only demand that the complete work be accepted, if the work is able for acceptance and ripe for acceptance. Ripe for acceptance exists, if the contractual agreed work performance has been completely fulfilled without defects. Upon completion, and in compliance with the deadlines stipulated in the work specification, the contractor shall call upon cellcentric to accept the work.

5.2 A formal procedure shall be adopted for the acceptance of the contractor's work. cellcentric may refuse to accept the work if there is a defect, which is not unessential. The contractor cannot demand a new acceptance procedure until it has proven that the defect has been rectified.

5.3 Partial acceptance is not permitted unless this has been expressly agreed. Reviews and inspections of interim results do not constitute acceptance, nor does the release of installment payments pursuant to milestone plans.

5.4 Use by cellcentric of the work result or part of the work result provided by the contractor owing to operational necessity shall not be deemed to constitute acceptance; nor shall continued payment of the remuneration by cellcentric.

5.5 The contractor shall bear the risk for its work under the Agreement until such time as all of the work has been formally accepted by cellcentric. If the work wholly or partially carried out by the contractor is damaged or destroyed prior to acceptance as a result of force majeure, war, civil unrest or other unavoidable circumstances beyond the contractor's control, entitlement to the fee under the Agreement shall be forfeited.

5.6 Prerequisite for a notional acceptance pursuant to sec. 640 para. 2 BGB is the setting of a deadline for acceptance in writing by the contractor which includes – besides the demand for acceptance – a legal notice regarding the consequences, if cellcentric does not declare acceptance or refuses acceptance without stating a defect of the work.

#### **6. Rights to Work Results; Copyright**

6.1 All rights of use to documentation, reports, flow charts, drawings, diagrams, pictures, films, visual data carriers, general data carriers etc. arising in connection with the implementation of this Agreement shall accrue exclusively to cellcentric. The contractor is entitled to retain one or more copies of the aforementioned materials as evidence of the services provided by it. The contractor shall have no further rights to this material, and in particular shall have no right to reproduce or disseminate it. Original material is to be handed over to cellcentric and ownership of such is also to be assigned, so far as this is legally possible.

6.2 As far as possible by law cellcentric shall become the owner of all documents supplied by the contractor and created in connection with this Agreement. cellcentric shall have an exclusive, irrevocable, transferable right to use such documents and all results and unprotected know-how arising from the cooperation for an unlimited period of time, without any restriction as to geography or content, and in all forms of use. This includes in particular the right to reproduce, disseminate, present, or demonstrate such materials, to broadcast it on image or sound carriers and to edit and rearrange it.

6.3 If existing industrial property rights, copyrights or the unprotected knowledge (know-how) of the contractor are used during performance of this

Agreement and if such rights are necessary for the utilization of the outcome of the work results by cellcentric under the terms of this Agreement, cellcentric shall be granted a non-exclusive right to use the industrial property rights, the copyrights and unprotected knowledge (know-how). This shall include all types of use, in particular those types of use specified in 6.1.

6.4 The contractor vouches that all works and services it provides are free of third-party rights. If this is not the case, it must agree with the originator by means of contract that it is entitled to grant the aforementioned rights. The contractor shall indemnify cellcentric against all third-party claims asserted against cellcentric for infringement of rights to the works and services provided by the contractor.

6.5 The contractor shall notify cellcentric immediately of all inventions or other protectable results which arise in connection with the works and services provided for cellcentric, and shall provide cellcentric with all necessary information. All inventions are to be assigned to cellcentric. If notified of any inventions, cellcentric reserves all rights in respect of any subsequent patent rights. The contractor acknowledges that all rights to data, documents, storage media etc., and in particular rights of title and copyright, shall accrue exclusively to cellcentric. If cellcentric has no interest in applying for protective rights for an invention, it shall assign the invention back to the contractor. cellcentric shall retain a simple, unlimited right of use for which no additional consideration shall be payable.

## **7. Term of the Agreement and Termination**

7.1 The Agreement has the term agreed in the purchasing agreement or in the individual contract (e.g., order).

7.2 cellcentric may terminate the Agreement under the provisions of section 648 of the German Civil Code (BGB) up to completion of the work. If the contract is terminated in accordance with section 648 BGB, the contractor will be reimbursed for the necessary expenses already incurred plus run-down costs, but not exceeding the agreed remuneration. There shall be no entitlement to the full payment. The contractor is obliged to keep the costs to be reimbursed by cellcentric as low as possible. If the contractor is responsible for the termination, it shall not be entitled to reimbursement of expenses.

7.3 The right of either party to terminate the Agreement for good cause remains unaffected by this clause. The following shall in particular constitute good cause:

7.3.1 the completion of orders is clearly jeopardized by the contractor's inadequate performance; or

7.3.2 facts become known which give cause to suspect fictitious self-employment on the part of the contractor; or

7.3.3 in a procedure of determination the contractor's status pursuant to social-insurance law (in accordance to section 7a of the German Code of Social Law IV) the existence of a dependent employment will be asserted.

## **8. Subcontractors**

8.1 The contractor may only engage subcontractors to fulfill the contractual obligations in whole or partially with the prior written consent/the electronic consent via Supplier Database (SDB) of cellcentric.

8.2 cellcentric's consent to a subcontractor engagement can be given subject to conditions. cellcentric shall be entitled at any time to revoke its consent in regard to each subcontractor with immediate effect in particular, if in a procedure of determination of the subcontractor's Principal status pursuant to social-insurance law (in accordance to section 7a of the German Code of Social Law IV) it is emphasized according to an official hearing or a decision of the German statutory pension insurance scheme (Deutsche Rentenversicherung) that a dependent employment is foreseeable.

8.3 The contractor shall require the subcontractors engaged to give the same undertakings as it has itself given to cellcentric, particularly with regard to confidentiality and data protection.

8.4 The contractor assures that none of its subcontractors will contract with a Sole Proprietorship or with a Civil Law Association (as a sub-subcontractor), if the service is in whole or partially performed by the Principal (Proprietor of a Sole Proprietorship or Partner of a Civil Law Association). That applies as well in regard to all other subcontractors of the subcontractor's subcontractors.

8.5 The contractor assures that the prohibition in section 8.4 will be followed in the complete chain of all subcontracting and sub subcontracting.

8.6 Furthermore the contractor assures that in the complete chain of all subcontracting every of its subcontractors and sub-subcontractors fulfill he demands by law in regard to the minimum wage for whose employees.

8.7 On request of cellcentric the contractor shall provide cellcentric an explanation which subcontractor and sub subcontractor in the complete chain is or has been engaged in fulfilling in whole or partially the contractor's obligation against cellcentric.

8.8 The contractor shall be liable to cellcentric for the fault of subcontractors and vicarious agents as it would be for its own fault.

8.9 If the contractor acts in opposite to one of the above named obligations, assurances or exception of acceptance in section 8.1 to 8.7, the contractor is liable to cellcentric for all damages cellcentric suffers. Furthermore, the parties agree that every contractor's breach of the content of this section 8 is good cause which entitles cellcentric to terminate the contract between the parties with immediate effect.

## **9. The contractor's Employees**

9.1 The contractor may only use foreign workers who require a work permit in performance of its contractual duties if they are contractor's employees. Such workers must also be in possession of residence and work permits which are valid for the territory and the period covered by the work to be performed. The contractor must satisfy itself that these requirements are met before assigning tasks to these employees.

9.2 By signing the order confirmation to accept this order or by accepting cellcentric's order in an electronic way, the contractor declares to cellcentric, that a) the contractor has not been investigated under the German Posted Workers Act (Arbeitnehmer-Entsendegesetz) or b) such investigations have ended without result.

9.3 The contractor undertakes to pay the minimum wage plus agreed supplements including the contributions for social insurance, promotion of job creation and payments to protect the social insurance for employees and those in marginal part-time employment, within the scope of the statutory provisions and collective pay agreements,

particularly the provisions of the Posted Workers Act and of the relevant collective pay agreements.

9.4 The contractor also undertakes to inform cellcentric if it becomes the subject of an investigation by the relevant authorities in respect of violation of the regulations pertaining to work permits or residence permits, or for a breach of the Posted Workers Act.

## **10. Miscellaneous Provisions**

Unless otherwise provided for, sections 631 et seq. BGB shall apply. Should cellcentric wish to commission services as well as procuring a specific work result, the former shall be governed by the cellcentric's Special Purchase Conditions for Services. Furthermore, cellcentric's General Purchase Conditions shall apply. If there are any contradictions between cellcentric's General Purchase Conditions and these Special Purchase Conditions for Works and Services, the Special Purchase Conditions for Works and Services shall prevail.