

1 General

- 1.1 The service provider shall perform all services exclusively on the basis of these Special Purchase Conditions for Services and Engineering works (Special Purchase Conditions – SPC for services). These SPC for services take precedence over the Standard Terms and Conditions of Purchase for Supplies and Services (STCP) Version 1/2020. Restricted to issues which are not regulated by these SPC the STCP remain supplementary and subordinately applicable. General Terms and Conditions (GTC) of the service provider shall not apply even if SAACKE has not expressly rejected these.
- 1.2 These SPC for services shall apply even if the service provider performs services for SAACKE without knowledge of these conditions and does not reserve its rights. In these cases, the performance of services by the service provider shall be considered as an acceptance of these GTC with a simultaneous waiver of the applicability of its own GTC.

2 Quotations and prices

- 2.1 Enquiries from SAACKE are always non-binding. A contract shall only be entered into through the written confirmation of the commissioning and order by SAACKE. If the services are performed by the service provider without the service provider having previously received an order confirmation, the contract shall be entered into upon the commencement of the performance of the services and the unconditional acceptance by SAACKE.
- 2.2 The services have to be performed according to the agreed prices and the particular conditions of the respective service agreement and, where applicable, to any specific service/purchase orders. The prices contained therein are binding.

3 Deadlines and time limits

- 3.1 Deadlines and time limits are binding if they had been set by SAACKE and no immediate objection was made by the service provider. The performance period commences – unless specified and agreed differently - with the conclusion of contract or dispatch of the order confirmation.
- 3.2 If non-compliance with a specified performance period is based on events which were outside of the control of the service provider (force majeure), the service deadlines shall be extended by the duration of the disruption, including a reasonable start-up phase.
- 3.3 If the service provider is partially or wholly in default with the performance of services, the service provider is obliged to pay SAACKE liquidated damages for loss and expenses of 0.5 % of the total remuneration for the services payable to the Service Provider for each commenced week of the default. The lump-sum compensation for damages and expenses is limited to a total of 5 % of the total remuneration of the respective order. SAACKE is entitled to assert further damages for default, taking into account and exceeding the liquidated damages paid for loss and expenses.

- 3.4 In the event of default with the performance of services, SAACKE shall have a rescission right according to the statutory provisions if the delay is the fault of the service provider.

4 Service obligations / subject matter of the contract

- 4.1 The content/quality and scope of the services owed by the service provider are derived from the respective service agreement and, where applicable, the service / purchase order, unless anything to the contrary is agreed in individual cases. Naming the contract as service contract is not conclusive for its legal qualification. If the service provider is required to deliver a certain degree of success according to the contractual agreements, the statutory provisions on contracts for work and services (“Werkvertrag”) shall apply in addition to these provisions, whereby the provisions of these GTC shall take precedence. The responsibility for the project and its success shall be determined according to the agreements made. The service provider shall perform its services according to the principles of proper professional practice and according to the latest technology (“state of the art”).
- 4.2 The contractual object may be a one-off service, possibly to be performed in parts, or it may be agreed as a long-term obligation.

5 Provision of the service

- 5.1 The location for providing the services shall be the seat of SAACKE, unless anything different is agreed in individual cases.
- 5.2 The employees of the service provider tasked with performing the service shall be selected by the service provider himself and proposed to SAACKE. The service provider shall have the services performed by staff who are fully qualified to perform the agreed services. The service provider must reasonably take into account the interests of SAACKE when making the selection.
- 5.3 If SAACKE has deliberately chosen a specific employee suggested by the service provider for performing the service, SAACKE shall be entitled to have the services performed by this specific employee of the service provider. If it becomes evident within two days after commencement of the services that an employee of the service provider is not suitable for performing the services for SAACKE or if for other reasons in the sole discretion of SAACKE the employee should not continue the work for SAACKE, SAACKE can request a replacement free of charge or, if another qualified employee is not available, it may terminate the contract with immediate effect without having to pay additional costs or compensation. If a person deployed by the service provider to fulfil the contract is replaced by another person on the orders of the service provider and with the approval of SAACKE, and if initial training is required for this person, the costs shall go on account of the service provider.
- 5.4 The service provider shall determine the way of the service provision to achieve the contractual objective.

- 5.5 SAACKE is not entitled to give instructions to the service provider or the employees of the service provider tasked with the service provision, with the exception of what is agreed in section 12.3.

6 Change orders

- 6.1 SAACKE may request changes and additions to the services at any time until final acceptance provided these are technically possible and a refusal by the service provider would be unreasonable. The service provider shall review the change request within 5 working days of receipt and shall notify SAACKE of the result along with any costs and implications to the schedule in the form of a binding quotation. Activities of the service provider in connection with his obligations under the preceding sentence in the service change procedure shall be free of charge for SAACKE.
- 6.2 SAACKE shall review and consider the quotation within 15 working days after receipt. If SAACKE accepts the offer, the changes shall become a subject matter of the contract. The service provider must adjust all work results, including the documentation, to the changes. If SAACKE does not accept the offer, the parties shall continue with the project / original order as originally agreed.
- 6.3 During an ongoing service change order procedure, the service provider has to continue the services which are the subject matter of the contract as agreed, unless SAACKE indicates to it in writing that the works have to be suspended or limited until a decision is made on the intended changes to the services. If an intended change order may make services or actions which had been carried out prior to the change order unusable or non-viable the service provider must inform SAACKE of this in writing immediately.

7 Acceptance

In case the service provider is obligated to deliver a result and thus the services are qualified as performance of work (“Werkvertrag”), the remuneration becomes due after a formal acceptance of the services/work.

- 7.1 The object of the formal acceptance shall be the contractually owed service/work, the guaranteed properties/characteristics and the proper quality of the documentation. The acceptance is subject to the condition that the service provider submits to SAACKE all work results and notifies SAACKE of the readiness for acceptance.
- 7.2 Within 7 days of being notified of the readiness for acceptance SAACKE is checking the results/works and their acceptability.
- 7.3 If the acceptance fails, SAACKE shall provide the service provider with a list of all the defects hindering the acceptance. Following the expiration of a reasonable period, the service provider must provide a defect-free and acceptable service or the other work results. Only

the recorded defects shall be inspected as part of the second acceptance procedure unless the subsequent performance services render a full inspection necessary.

- 7.4 Following the successful acceptance, SAACKE must declare acceptance of the service provider's services in writing.
- 7.5 SAACKE must not refuse the acceptance due to insignificant defects. This shall be subject to the condition, however, that the service provider immediately remedies the defect. These defects must be listed in detail in the acceptance report.
- 7.6 If the acceptance fails at least two times, SAACKE may assert its statutory rights, in particular to rescind the contract or to request compensation in the event of a culpable breach of contract.

8 SAACKE's duties

- 8.1 SAACKE shall name the service provider a qualified contact person who can make binding decisions during the execution of the contract on behalf of SAACKE. This qualified person shall be available for the exchange of necessary information and shall participate in decision processes required for the execution of the contract. The necessary decisions must be taken by the parties in due course and must be jointly documented in writing immediately thereafter.
- 8.2 Unless the service provider is obliged to provide these, SAACKE shall ensure that the documents, information etc. which are required to perform the service are complete and accurate and are given to the service provider in good time and free of charge. SAACKE shall also be responsible for updating these.
- 8.3 The service provider undertakes to review the documents transferred to it regarding the services to be performed in terms of completeness and accuracy and must inform SAACKE if the service provider discovers, or should discover, that this is not the case.
- 8.4 SAACKE must support the service provider where necessary and must facilitate all conditions within its premises which are required for the proper fulfilment of the order. In this respect, SAACKE shall provide sufficient working spaces and equipment at the request of the service provider.
- 8.5 Unless anything different is agreed, the service provider shall store the documents, information etc. transferred to it by SAACKE in such a fashion that they could be reconstructed in the event of damage or loss.

9 Intellectual Property Rights / Right of use

- 9.1 The service provider grants SAACKE an exclusive, freely transferable right, which is not limited in time, to use the results delivered by the service provider in performance of the contract for SAACKE's own purposes. These rights include and extend to the agreed interim results, training documents and aids. All other rights shall remain with the service provider.
- 9.2 The service provider can only revoke SAACKE's right of use if SAACKE intentionally breaches copyrights or other regulations to prevent unauthorised use. The revocation shall take place through a written revocation declaration. The service provider shall set SAACKE a grace period for remedial action before the revocation.
- 9.3 The service provider warrants and guarantees that the services to be performed by it do not interfere with third-party intellectual property rights, copyrights or other rights which exclude or limit the use of the services their results to be provided according to the contract.
- 9.4 The service provider is obligated to indemnify SAACKE from all claims which third parties file against SAACKE due to an alleged breach of the intellectual property rights, copyrights or other rights named in section 9.3, and to reimburse SAACKE for all necessary costs and expenses of any kind in connection with this claim and its defence and, in particular, to restore a lawful state through subsequent performance or a replacement. These entitlements shall exist even if fault of the service provider has not been proven.
- 9.5 Further statutory claims due to defects of titles or deficiencies in rights for the services performed for SAACKE shall remain unaffected.

10 Term

- 10.1 If the contract is concluded for an indefinite term, it may be terminated by SAACKE in writing with a notice period of 1 month to the end of the calendar month. The termination notice period for the service provider amounts to 3 months to the end of a calendar quarter. This termination right shall not affect an agreed minimum term.
- 10.2 A withdrawal from the contract is permitted where there is a statutory right to do so. The contract may, however, be terminated for good cause both by the service provider and SAACKE without adhering to a notice period. Termination declarations shall only be effective in writing.

11 Remuneration, payments, offsetting and retention

- 11.1 Unless anything different is agreed, payments shall in principle be due within 30 calendar days of the invoice date or following its receipt by SAACKE, whichever is later. In the event of payment before the due date, SAACKE shall be entitled to a discount ("Skonto") of 3 %.

- 11.2 A payment shall be deemed to have been made on time by SAACKE if it leaves SAACKE's bank account within the payment deadline.
- 11.3 The service provider shall be entitled to charge default interest in the amount 5 % p. a.. The service provider shall not be entitled to any further compensation. A default shall occur at the earliest 30 days following the due date.
- 11.4 SAACKE shall be entitled to the statutory offsetting and retention rights.
- 11.5 Invoices must be sent to SAACKE by post.

12 Irregularity in performance

- 12.1 If the service is not performed according to the contract and if the service provider is at fault for this (irregularity in performance), it shall be obligated to re-perform the service according to the contract in whole or in part, without any additional costs for SAACKE and within a reasonable period of time, unless this is only possible with a disproportionate amount of effort. In addition, it must compensate SAACKE for resulting damages. To this end SAACKE must monitor the performance of services by the service provider appropriately.
- 12.2 If the service provider is at fault for providing service which do not conform to the contract and if it does not manage to perform the service in a manner conforming to the contract, for reasons in its sphere of responsibility, within the grace period set by SAACKE, SAACKE shall be entitled to terminate the contract without a notice period with immediate effect. The right to extraordinary termination for good cause remains unaffected.
- 12.3 In the event of a termination according to section 12.2, the service provider shall be entitled to remuneration for the services performed until the termination becomes effective provided such services are usable for SAACKE and in its interest. SAACKE shall be authorised to off-set with any compensation claims. If the service provider is not at fault for the irregularity in performance, it has to offer SAACKE a performance of the service which conforms to the contract so far and to the extent it is able to provide such services. If SAACKE accepts this offer, the service provider is entitled to claim for the expenses and proven costs associated with this.
- 11.4 The limitation period for claims from SAACKE due to an irregularity in performance shall amount to two years from the beginning of the statutory limitation period. For work services, in the event of defects arising within the first 6 months of the performance of the services there shall be a rebuttable presumption that these are based on a defective service performed by the service provider. The statutory limitation periods shall remain unaffected in the event of an intentional or grossly negligent breach of duty by the service provider, in particular by its legal representatives or vicarious agents, in the event of fraud and in the event of an injury to life, limb or health.

11.5 For any expenses and compensation claims going beyond those in section 12.1 - 12.3, section 13 shall apply.

13 Liability

13.1 The service provider shall be liable for damages culpably caused by it and its legal representatives or vicarious agents as well as for claims under the Product Liability Act and for damages from injury to life, limb or health for which the service provider, its legal representatives or vicarious agents are responsible.

13.2 The service provider shall also be liable in case that it or its legal representatives or its vicarious agents have breached an essential contractual obligation (so-called cardinal obligation), the fulfilment of which primarily facilitates the proper performance of the contract, and/or the breach of which undermines the achievement of the contractual purpose, and on the fulfilment of which SAACKE may regularly rely.

13.3 Section 12.4 shall apply accordingly for the limitation periods.

13.4 In the event of a loss of data, the service provider shall be liable for any expenditure which is necessary to restore the data taken a proper data back-up process undertaken by SAACKE into account. If the service provider impedes or fails to arrange the proper backup of data, its liability shall be unlimited. For claims for the reimbursement of expenses and other liability claims from SAACKE against the service provider, section 12.1 - 12.3 shall apply accordingly.

14 Liability insurance

14.1 The service provider must have evidence of professional liability insurance which has cover sums of at least € 5,000,000 for damage to property and consequential financial losses and € 5,000,000 for personal injury. The cover should have a sublimit of € 500,000 for damages caused by professional/commercial activity and € 1,000,000 for planning liability damages. The service provider must ensure that this insurance protection is maintained for all damages resulting from the fulfilment of the contract and must inform SAACKE of any limitation or termination of the cover.

14.2 The service provider shall not have any rights of remuneration by SAACKE before providing evidence of the existing insurance cover. SAACKE can make payments dependent on proof of the continued existence of the insurance cover.

15 Miscellaneous

15.1 Amendments and additions with respect to all contracts agreed between the parties shall only be agreed in writing. Verbal agreements shall only apply if they are confirmed in writing by SAACKE within seven days.

- 15.2 The service provider is obligated to maintain confidentiality regarding all trade and business secrets and all information designated as confidential which it becomes aware of in connection with the contract and/or the resulting contractual relationship. The forwarding of such information to persons who have not been involved in the conclusion, performance or termination of the contractual relationship may only take place with the written approval of SAACKE. Unless anything to the contrary is agreed, this obligation shall end five years after becoming aware of this information, but not before the termination of a contractual relationship between the service provider and SAACKE.
- 15.3 The service provider shall also compel its employees and any commissioned third parties to these obligations.
- 15.4 If the service provider can access personal data which is stored on systems belonging to SAACKE, it shall only act as a contract data processor (§ 11 (5) of the Federal Data Protection Act (BDSG)) and shall only process and use this data for the purpose of executing the contract. The service provider shall comply with the statutory requirements of contract data processing and the instructions from SAACKE (e. g. on complying with deletion and blocking obligations) when handling this data. The details of dealing with personal data shall be agreed between the parties if necessary according to § 11 (2) BDSG or other laws before access is granted to the service provider. The service provider shall also compel its employees and any commissioned third parties to these obligations.
- 15.5 The service provider is aware that electronic and unencrypted communication (e.g. via email) pose certain security risks. The service provider shall refrain from such communication where possible. If the service provider uses unencrypted communication for sensitive data and it or its agents culpably cause damage to SAACKE, the service provider shall be liable to SAACKE according to the provisions of section 13.
- 15.6 All contractual relationships between the parties are subject to the law of the Federal Republic of Germany.

16 Place of performance and jurisdiction

- 16.1 The place of performance for all obligations resulting from the contractual relationships between the parties is Bremen.
- 16.2 The sole place of jurisdiction for all legal disputes arising from the contractual relationships between the parties and for disputes with respect to these contractual relationships coming into existence and being effective is, with respect to businessmen, legal entities under public law or special funds under public law, is Bremen. SAACKE shall, however, also be entitled to bring an action against the service provider at its place of business.