

# TRILUX General Terms and Conditions for Subcontractors (GTCSUB)

## 1. General, scope of application

1.1. The following general terms and conditions for subcontractors "GTCSUB" apply to orders placed by TRILUX GmbH & Co. KG, Arnsberg ("TRILUX") as well as the companies of the TRILUX Group affiliated with TRILUX within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) (hereinafter: "TRILUX Companies" or "Contractor"), if and to the extent that the TRILUX Companies incorporate these GTCSUB. The group companies covered by this regulation can be viewed on the homepage of the TRILUX Group [www.trilux.com](http://www.trilux.com).

1.2. The GTCSUB shall apply to the performance of services by subcontractors (hereinafter referred to as "Subcontractor") within the scope of projects of the Contractor at end customers for the conversion of existing lighting systems to modern, energy-efficient lighting technology (LED technology), the dismantling and proper disposal (with proof of disposal) of existing lighting systems and/or the assembly, installation and commissioning of new lighting systems and/or the repair and/or maintenance measures to be performed on lighting systems of end customers on behalf of the Customer.

1.3. Contractor does not accept any terms and conditions of the Subcontractor that conflict with or deviate from Contractor's GTCSUB, unless Contractor has expressly agreed to their validity in writing. Any different and deviating general terms and conditions of business and delivery of the Subcontractor are hereby rejected and shall be deemed to be waived, even if they are not expressly rejected again at the time of conclusion of the contract or at a later point in time. Our GTCSUB shall also apply if we accept the Subcontractor's services without reservation in the knowledge that the Subcontractor's terms and conditions conflict with or deviate from our GTCSUB.

## 2. Contractual and execution bases, Subcontractor's duty of inspection

2.1. The service to be performed shall be determined by the contract in terms of type and scope. In the event of contradictions, the contract parts and annexes shall apply in the following order, whereby in the event of contradictions and for the interpretation of the scope of performance owed and/or remuneration, the more specific provisions shall take precedence over the general provisions. If doubts remain as to the scope of performance owed, the Contractor shall have a right to determine performance in accordance with Section 315 of the German Civil Code (BGB).

a) Order of the TRILUX company (individual order);

b) Contractor's requirement profile and/or excerpt (concerning the Subcontractor's services) of the Contractor's main contract with the end customer;

c) these GTCSUB;

d) Offer of the Subcontractor;

e) all relevant public-law regulations and the ordinances, provisions and directives issued in this connection as well as the generally recognized rules of technology, in particular all EU regulations, all DIN regulations, all relevant trade and fire protection regulations, all public-law regulations on environmental protection and occupational safety, the accident prevention regulations, the manufacturer's instructions, the VDI, VDE and VDS regulations, all regulations of the employers' liability insurance association in the version applicable at the time of acceptance;

f) the German Construction Contract Procedures **(VOB) Parts B and C** in the version currently in force at the time of conclusion of the contract.

2.2. The Subcontractor confirms that it is aware of the above contract components, that it has received all annexes and that it has carefully checked them to ensure that they are complete and free of contradictions.

## 3. Contractual services of the Subcontractor

3.1. The Subcontractor shall provide all contractual services owed for the implementation of the measures covered by the contract in accordance with the contractual bases, free of defects and within the agreed periods and deadlines.

### 3.2. Change request

3.2.1. The regulations from the VOB Part B on the order of the Contractor of amended or additional services according to §§ 1 Para. 3 and Para. 4 VOB/B do not apply. They shall be replaced by the statutory provisions of §§ 650b et seq. BGB shall apply.

3.2.2. The Contractor shall have the right to demand changes in serviced from the Subcontractor within the meaning of § 650b of the German Civil Code (BGB). The order or request for services changes by the Contractor shall be made in text form.

3.2.3. The Contractor's right to change contractual services shall also include changes to dates and deadlines related to the construction period, provided that there is good cause for such changes, cf. 6.3 of these GTCSUB.

3.2.4. The Subcontractor shall be obliged to submit a written supplementary offer within the meaning of Section 650 para. 1 sentence 2 of the German Civil Code without undue delay, at the latest within a period

of 7 days after the request of the Contractor for a change of services. The supplementary offer shall - in the event of acceptance by the Contractor - become the subject of the supplementary agreement in text form to be concluded between the parties. The Contractor's "Supplementary Agreement" form shall be used for this purpose.

3.2.5. The Subcontractor's supplemental offer must be final and contain the following minimum information without entitlement to additional compensation:

a) verifiable presentation of the content of the change in services, e.g. by means of a services description or a services specification, unless this is provided by the Contractor;

b) auditable presentation of the additional and reduced remuneration as a result of the change in services on the basis of Section 650c (1) Sentence 1 of the German Civil Code (BGB) at the actually required costs including surcharges. For this purpose, the (anticipated) actual costs required for the change in services (e.g. via manufacturer's costs, subcontractor offers or estimated required costs) and the (anticipated) hypothetically required costs of the non-executed services shall be recorded and compared on the basis of verifiable documents;

c) verifiable presentation of the effects of a change in services on the construction process, in particular to an extension or shortening of the construction period.

3.2.6. If the parties fail to reach an agreement on the change in services or the resulting increase or decrease in expenditure and if a supplementary agreement is not reached, the Subcontractor shall be obliged to execute the change in services 30 days after receipt of the request for change if the Contractor orders the change in services. The 30-day period may be shortened in individual cases by mutual agreement between the parties. The 30-day period shall not be observed if the change in services is based on a notice of obstruction by the Subcontractor and is intended to avoid foreseeable disruptions to the construction process. This shall also apply in the event of imminent danger.

3.2.7. The order of service changes shall be made in text form. **Only the employees of the Contractor's specialist department Service Team Germany and Business Unit Lighting Solutions & Services are authorized to issue such amendment orders.**

3.2.8. The Subcontractor shall not be entitled to make any changes in services without a written supplementary agreement or an order of the Contractor pursuant to Clause 3.2.7. of this Contract, the Subcontractor shall not be entitled to make any changes to the Work. If, in the Subcontractor's opinion, changes in services are possible, the Subcontractor shall notify the Contractor

of the necessity of such changes prior to their execution, stating the reasons and submitting a written supplementary offer in accordance with the above provisions. Without prior written notification and without compliance with the above supplementary provisions, compensation for additional or reduced expenditure shall be excluded, unless there is a case of imminent danger.

#### 4. Remuneration

##### 4.1. Remuneration

4.1.1. For the performance of the contractual services, the Subcontractor shall receive a remuneration which is the sum of the agreed remuneration for the respective contractual services.

- unit prices as well as the actually executed as well as verified masses (unit price items) including a written measurement and

- Lump sum prices (lump sum price items)

in accordance with the currently valid standard bill of quantities of the Contractor or the ordered quotation of the Subcontractor for the respective individual order, the negotiated discounts, cash discounts and other price-related conditions, which in case of doubt shall result in accordance with the Contractor's order. The agreed unit and lump sum prices are in principle binding fixed prices for the entire duration of the individual order/project. Anything to the contrary shall only apply in the case of the provisions of § 2 Para. 3 VOB/B (mass changes) and § 313 BGB (frustration of contract [*Störung der Geschäftsgrundlage*]); an increase in the costs of wages, materials, equipment and substances shall therefore be excluded in principle. Unless otherwise stated in the standard bill of quantities (if any) of the Contractor and the offer of the Subcontractor of the individual order, the prices stated therein are gross prices (incl. currently applicable statutory value added tax).

4.1.2. The agreed unit and lump sum prices shall cover all contractual services required for the Subcontractor's performance in accordance with the contract. The agreed unit and lump sum prices shall include all necessary construction and operating materials, small and fastening materials, equipment and scaffolding rentals, supply costs, travel expenses, board and lodging, allowances, delivery and removal, wage costs, ancillary wage costs, overtime and performance bonuses, fees and costs for material testing procedures. The agreed unit and lump sum prices shall cover the ancillary services specified in the individual order in addition to the ancillary services specified in Sections 4.1 of the relevant General Technical Terms of Contract for Building Works (ATV) of the VOB/C.

##### 4.2. Hourly wage work

Insofar as hourly wage work is to be performed, this requires a prior written supplementary agreement between the parties in which these services are expressly designated as hourly wage work. The relevant hourly rates from the Subcontractor's commissioned quotation or the Contractor's standard bill of quantities shall apply. The signing of hourly wage slips shall not be deemed an acknowledgement of debt.

#### 4.3. Remuneration for service changes

4.3.1. The remuneration for changes in services shall be governed exclusively by the written supplementary agreement of the parties, which they shall conclude prior to the execution of the change in services on the basis of the supplementary offer of the Subcontractor pursuant to item 3.2.4. of this contract.

4.3.2. In the absence of a written supplementary agreement between the parties, the amount of the Subcontractor's claim to remuneration for changes in services shall be governed by Section 650c (1) of the German Civil Code (BGB); the provisions of Section 2 (5) - (8) VOB/B shall not apply.

4.3.3. In accordance with Section 650c (1) of the German Civil Code (BGB), the increase or decrease in costs resulting from a change in services shall be determined on the basis of the actual costs incurred with reasonable surcharges. If the parties have not agreed on the surcharges (general business costs, risk and profit) for changes in services in the negotiation protocol, surcharges of a total of 10% shall be deemed to be reasonable on the basis of a rebuttable presumption.

4.3.4. The Subcontractor's recourse to the original calculation to determine the remuneration for a change in services shall be excluded; the statutory presumption provision of Section 650c (2) of the German Civil Code shall not apply.

#### 4.3.5. Discounts, cash discounts and other agreed deductions

All rebates, discounts and other deductions granted by the Subcontractor for the conclusion of this Agreement shall also apply without restriction when settling the remuneration for changes in performance, unless the parties have made a modification to this effect in the supplementary agreement.

#### 4.4. Mass overruns

The new unit price in the event of an overrun of the masses within the meaning of Section 2 (3) No. 2 VOB/B shall be based on the costs actually required including reasonable surcharges; Section 4.3.3. of this contract shall apply accordingly with regard to the reasonableness of the surcharges.

#### 4.5. Transfer of sales tax according to § 13b UStG

Insofar as the sales tax is owed to the tax authorities by the Ordering Party pursuant to § 13b UStG, the Subcontractor shall not be entitled to payment of the sales tax. In this case, the Subcontractor shall issue invoices without VAT and the Contractor shall pay the VAT directly to the competent tax authorities. The Subcontractor shall already point this out to the Contractor when submitting the offer.

### 5. General performance obligations of the Subcontractor

The following general performance obligations of the Subcontractor shall be part of the contractual services owed during the execution of the individual orders and shall be observed and complied with without additional remuneration.

#### 5.1. Service provision

5.1.1. The Subcontractor shall inform itself in good time before the start of work about all local conditions and technical facilities and installations at the execution site relevant for its work, any applicable official requirements, house rules, safety regulations, etc., and shall perform its services in accordance with these circumstances. The Subcontractor shall personally perform the contractual services owed and participate in all project meetings in order to ensure that the project is implemented without any disruptions in communication. The Subcontractor shall only be entitled to use subcontractors with the written consent of the Contractor. In the event that contractual services are passed on to subcontractors, the Subcontractor shall inform the Contractor of their contact details and the number and duration of activities of the employees to be deployed.

5.1.2. The Subcontractor shall assume the construction management for its services. The (technical) construction/project manager appointed by the Subcontractor must have the necessary expertise and experience, be familiar with the contractual documents relevant for the execution, have a command of written and spoken German and supervise, control and organize the Subcontractor's services in such a way that proper execution of the Subcontractor's services is ensured and obstructions of the Contractor or the end customer or their operations are excluded. He must be present on the construction site during the execution times and participate in construction meetings. He must ensure timely and sufficient provision of all necessary information, coordination and procurement of materials and equipment with regard to his technical and time-related work schedule.

5.1.3. The Subcontractor is obliged not to use temporary workers within the meaning of the German Personnel Leasing Act [*Arbeitnehmerüberlassungsgesetz – AÜG*] or similar local law and/or employees who are

not in possession of a valid work permit and/or a valid social security card. The Subcontractor shall permit the Contractor or a person authorized by the Contractor to carry out appropriate checks. This shall also apply in the event that contractual services are subcontracted. The Subcontractor also undertakes vis-à-vis the Contractor to fulfill its obligations to pay the minimum wage and to pay the vacation fund contributions in accordance with the Employee Posting Act [*Arbeitnehmerentsendegesetz-AEntG*] and respective similar local law and the collective bargaining provisions applicable to the Subcontractor's business thereafter.

5.1.4. Should the Subcontractor be in breach of one or more of the obligations under Clause 5.1.3. of this Contract, the Contractor shall be entitled, subject to any further rights, to grant the Subcontractor a reasonable period of grace to perform the obligations concerned. Should this grace period expire unsuccessfully, the Contractor shall be entitled to terminate the contract without notice and to claim damages.

5.1.5. If the Subcontractor commissions subcontractors, it shall indemnify the Contractor against all claims asserted against the Contractor due to violation of the provisions of the AEntG (or similar local law) by these subcontractors. In the internal relationship with the Employer, the Subcontractor shall assume the obligations that apply to the Employer and the Subcontractor as joint guarantors pursuant to Section 14 AEntG, solely and in full. The same shall apply to the commissioning of temporary employment agencies in accordance with the AÜG [*Arbeitnehmerüberlassungsgesetz*].

#### 5.2. Representation of the Subcontractor

In the offer, the Subcontractor shall name a representative who will comprehensively represent the Subcontractor in the execution of the respective individual order.

#### 5.3. Safety obligations

The Subcontractor shall be responsible for all safety obligations during the performance of its contractual services, in particular all measures to secure its work areas as well as any use of public traffic areas and private areas of third parties. The Subcontractor undertakes to carry out all measures necessary for the fulfillment of his safety obligations on his own responsibility, independently and at his own expense. The Subcontractor shall be obliged to compensate the Contractor for any damage incurred by the Contractor which is due to the fact that the Subcontractor culpably failed to fulfill, did not fulfill completely or did not fulfill properly the safety obligations assumed by him. The Subcontractor shall be responsible for the fault of his employees and the employees of any subcontractor as

if it were his own fault. The Subcontractor shall indemnify the Contractor against all claims under civil and public law or the consequences of a claim by a third party which are asserted against the Contractor due to the culpable non-compliance with the safety obligations assumed by the Subcontractor.

#### 5.4. Construction Reports

The Subcontractor shall keep daily construction reports on the contractual services rendered as well as on the condition of the work areas and submit them to the Contractor on a weekly basis. The Contractor shall be entitled to note in the daily construction report a factual description deviating from the content.

#### 5.5. Control rights of the Contractor

The Contractor and the technical parties involved (e.g. architect, specialist planner, the coordinator for health and safety measures at construction sites [*SiGeKo*], etc.) shall be entitled to enter the Subcontractor's work areas at any time, to participate in the project meetings and to inspect the planning and construction documents. The Contractor or its authorized representatives shall receive, in a timely manner, the required notices of project meeting dates and the minutes of all regular or relevant project meetings. The Employer shall have the right to obtain information regarding compliance with the terms and conditions of the contract and the proper execution and performance of construction by inspecting all files, documents or contracts with third parties. The Subcontractor shall be obliged to provide the requested information without delay upon request of the Contractor and to keep all construction-relevant documents (e.g. execution plans, protocols, technical parts of the construction contracts including associated technical supplementary agreements) available in the construction management office in an up-to-date version for this purpose.

#### 5.6. Workspaces

The Subcontractor shall keep its work areas clean, and shall clean (broom clean) and tidy up daily. The Subcontractor is fully responsible for the protection of the contractual services provided by him. This applies in particular to protection against damage, theft and other effects, especially those caused by the weather. After completion of the contractual services and before acceptance, the storage facilities and workplaces used by the Subcontractor shall be left in a proper and cleared condition.

### 6. Execution deadlines

#### 6.1. Contract deadlines

The Subcontractor must comply with the deadlines and periods agreed for each individual order on the basis of the Contractor's request for a quotation or a



construction schedule (in particular the overall completion date for all contractual services for each individual order) as contractual deadlines within the meaning of Section 5 (1) VOB/B.

## 6.2. Contractual penalty

6.2.1. If the Subcontractor is in default with a total completion date of an individual order, it shall pay a contractual penalty in the amount of 0.10% of the net order amount of the individual order for each working day of the culpable exceeding of the deadline, which shall be limited to 5.0% of the net order amount of the respective individual order.

Notwithstanding Section 11 (4) VOB/B, the contractual penalty may be reserved until the final invoice is due. The assertion of further claims for damages in addition to the contractual penalty shall remain unaffected. Any forfeited contractual penalty shall be offset against such claims for damages. The contractual penalty shall also apply in the event that a new overall completion date is agreed; a separate agreement on the contractual penalty shall not be required in this case. The same shall apply if the postponement of the original completion date is due to circumstances for which the Subcontractor is not responsible and which do not lead to a fundamental reorganization of the construction process.

## 6.3. Construction period-related modification rights of the Contractor

The Contractor shall have the right to unilaterally change the contractual deadlines in accordance with Clause 6.1 of this Contract, provided that there is an important reason for doing so from the Contractor's point of view and the change is not unreasonable for the Subcontractor. The Subcontractor shall be entitled to remuneration for the resulting additional or reduced expenditure; Clause 4.3 of this Contract shall apply. In the event of a unilateral bringing forward of the completion deadline, the agreement on the contractual penalty shall not apply. The amended dates and deadlines shall be observed by the Subcontractor for the defect-free performance of the contractual services owed.

## 7. Construction hindrances

### 7.1. Obstruction notice

If the Subcontractor is impeded in the performance of the contractual services owed, he shall notify the Contractor in writing without delay of the impeding circumstances relating to the respective contractual service and their construction-related effects, stating the reasons. This shall also apply if the hindering facts and their effects are obvious to the Contractor within the meaning of § 6 Para. 1 VOB/B. The Subcontractor shall be obliged to continue or start the contractual services in those areas in which it is not hindered,

unless this is impossible. This shall also apply in particular if the parties are negotiating a change in performance to be carried out.

### 7.2. Obstructions due to weather conditions

In the event of "unusually bad weather", which "normally" could not be expected when submitting a quotation (including a supplementary quotation), the execution deadlines shall be extended in accordance with the following provision pursuant to Clause 7.3 of these GTSSUB, provided that the Subcontractor has notified the Contractor of the hindrance in writing without undue delay after becoming aware of it. Further claims for remuneration, compensation or damages are mutually excluded. For the assessment of "normal" weather conditions, an observation period of 20 years in the past shall apply. In all other respects, § 6 Para. 2 No. 2 VOB/B shall apply without restriction, also in the case of the submission of supplementary offers for changes in services in accordance with Item 3.2 of these GTCSUB.

### 7.3. Extension of the execution deadlines

If the Subcontractor is hindered in the execution of the contractual services, the execution deadlines shall be extended or the contractual deadlines shall be postponed by the duration of the hindrance without any surcharges for resumption of the work and without taking into account any effects due to a possible postponement to a less favorable season.

## 8. Acceptance

### 8.1. Acceptance

8.1.1. Acceptance of the Subcontractor's contractual services per individual order shall only take place after complete completion of all contractual services. For the assessment of completeness, it is irrelevant whether these are main or ancillary services and what economic value is to be attributed to them. The following documents shall be submitted to the Contractor at least 2 calendar days prior to acceptance: revision documents and maintenance-relevant documents as well as the documents required in the individual order or requirements profile (including acceptance protocol). The submission of the aforementioned documents is a prerequisite for acceptance and entitles the Contractor to refuse acceptance in the event of non-existence, incompleteness or errors in the documents.

8.1.2. The Subcontractor's contractual services will be accepted only formally by the Contractor and this acceptance is required in writing for each individual order. The Contractor's "Acceptance Protocol" form shall be used for this purpose. Partial acceptances and fictitious acceptances according to VOB/B are excluded. In the event of a fictitious acceptance pursuant to Section 640 (2) sentence 1 BGB, the

request for acceptance shall be made in writing with a notice period of at least 15 calendar days.

#### 8.2. Determination of condition in the event of refused acceptance

If the Subcontractor, in accordance with Section 650g (1) of the German Civil Code (Bürgerliches Gesetzbuch - BGB), demands the Contractor's cooperation in a joint assessment of the condition after the Contractor has refused to accept the work, the Subcontractor shall notify the Contractor thereof in writing. The Subcontractor shall only be entitled to unilaterally fix a date for the determination of the condition - even if a reasonable deadline has been set - if he has previously requested the Contractor in writing to agree on a date and such date is not agreed within 5 working days.

### 9. Claims for Defects and Statute of Limitations

9.1. The Contractor's claims for defects per individual order shall be governed by the provisions of the VOB/B and the BGB (German Civil Code). Contractual services of the Subcontractor which are already recognized as defective during execution shall be replaced by the Subcontractor without delay by contractual services free of defects. If the Subcontractor does not comply with the obligation to remedy a defect, the Contractor may set a reasonable deadline for the Subcontractor to remedy the defect and, after expiry of the deadline, remedy the defect by way of substitute performance (Section 637 BGB). A complete or partial withdrawal of the order is not required. Further rights of the Contractor remain unaffected by this, including the right to withdraw from the order.

9.2. The limitation period for claims for defects per individual contract of the parties shall be governed by the provisions of the VOB/B with the proviso that a uniform limitation period of 5 years and 3 months shall apply instead of the periods of § 13 para. 4 VOB/B. For contractual services on the roof and on surfaces in contact with the ground as well as waterproofing work (services particularly susceptible to defects), a limitation period for claims for defects of 10 years and 3 months shall apply within the scope of the respective individual contract. The provision of Section 13 (4) No. 2 VOB/B shall not apply.

### 10. Invoices and payments

#### 10.1. Invoices

10.1.1. The Subcontractor shall be entitled to issue auditable partial invoices for each individual order in accordance with any payment schedule agreed in writing between the parties or, if no such schedule has been agreed, at regular intervals in the amount of the value of the contractual services performed and owed. Each partial invoice shall be accompanied by an auditable list of the contractual services performed.

10.1.2. The final invoice for each individual order shall be drawn up in an auditable form and submitted to the Contractor together with all attachments (in particular including all revision documents) no later than 2 weeks after completion and acceptance of the contractual services. The remuneration for agreed changes in services shall be shown separately in the final invoice. The final invoice shall show the progress payments made and the respective invoice amount and any value added tax paid thereon, unless § 13b UStG is relevant.

#### 10.2. Minimum information in the invoices

All invoices of the Subcontractor per individual order shall be submitted to the Contractor in single copy in compliance with the contractual and statutory requirements and shall at least meet the statutory requirements and the following minimum formal requirements: Invoice No. and date, name of Contractor and Subcontractor, Contractor's Order No., indication of place of performance, all information required by tax regulations and other information required by this Contract for an auditable invoice.

#### 10.3. Due date of payments

The Subcontractor's respective claim for payment of the partial invoice shall become due within 30 calendar days and the claim for payment of the final invoice shall become due within 30 calendar days at the latest, each calculated after receipt of an auditable invoice by the Contractor. The due date of the final invoice claim also requires acceptance of the contractual services.

#### 10.4. No acknowledgement to the level of performance or condition

The examination and payment of partial invoices or the final invoice shall not constitute an acknowledgement of the performance status achieved or of the performance status or of the change in performance or of the remuneration for the change in performance.

#### 10.5. Exemption certificate according to § 48b EStG

Upon conclusion of the individual order, the Subcontractor shall submit to the Contractor an effective - valid exemption certificate from the competent tax office pursuant to § 48b EStG. Without presentation of an effective - valid exemption certificate, the Contractor shall withhold 15% of the respective gross amount from due remuneration claims of the Subcontractor and pay it to the competent tax office with discharging effect vis-à-vis the Subcontractor. This shall also apply if the effectiveness - validity - of the exemption certificate should end during the term of the contract and no new certificate is submitted.

## 11. Termination of the contract

- 11.1. The statutory provisions shall apply to the termination of the contract, unless otherwise stipulated below. The Subcontractor may only terminate the contract for good cause.
- 11.2. If the contract is terminated for a reason for which the Contractor is responsible or if the Contractor terminates the contract without a reason (for which the Subcontractor is responsible), the Subcontractor shall be entitled to the contractually agreed remuneration for the services rendered up to the termination; for the remaining part of the remuneration, the Subcontractor shall be entitled to deduct what it saves as a result of the termination of the contract or what it acquires or maliciously refrains from acquiring as a result of the alternative use of its labor; Section 648 sentence 3 BGB shall apply.
- 11.3. If the contract is terminated for a reason for which the Subcontractor is responsible, the Subcontractor shall only be entitled to remuneration for the contractual services provided up to that point and which can be used without restriction by the Contractor or which have already been used.
- 11.4. In the event of termination, the Subcontractor shall be obliged to hand over to the Contractor, upon first request, all documents in its possession relating to the construction project, in particular drawings, plans, planning documents and calculations, in digital form on data carriers (common and editable file format) and in paper form (in numbered and labeled file folders with table of contents). The Subcontractor shall have no right of retention in this respect.
- 11.5. If, following termination of the contract for good cause, one party wishes to demand a joint determination of the performance status in accordance with Section 648a (4) of the German Civil Code (BGB), it shall notify the other party in writing.

## 12. Special cancellation facts

In addition to the rights to withdraw from or terminate the contract(s) set out in these GTCSUB, Contractor may also withdraw from or terminate the contract(s) extraordinarily if (preliminary) insolvency proceedings have been instituted against the Subcontractor's assets or if the Subcontractor suspends its payments not only temporarily. The same shall apply if reasons arise which prevent the Subcontractor from carrying out the delivery (e.g. by injunction of a court or by order of a public authority) and these reasons continue uninterruptedly for a period of more than 2 months, as well as if an inadmissible competition agreement or acts of corruption concerning us become known.

## 13. Collateral

- 13.1. Contract performance security

The Subcontractor shall provide a security for the performance of the contract in the amount of 10% of the net order amount for each individual order. If the Subcontractor fails to provide the security for the performance of the contract within 18 working days after the conclusion of the contract for each individual order either by deposit or by presentation of a guarantee, the Contractor shall be entitled to reduce payments on account for this individual order by a maximum of 10 % in each case and to retain this amount until the security amount is reached. The security for the performance of the contract shall include all claims of the Contractor for the contractual performance of the Subcontractor's contractual services, including the claim for repayment of any overpayments on account made up to the time of acceptance. The Contractor shall return the Contractual Performance Security to the Subcontractor upon acceptance concurrently with the provision of the security for claims for defects agreed in accordance with Clause 13.2, unless claims of the Contractor which are not covered by the security for claims for defects have not yet been fulfilled. Then the Contractor may retain a corresponding part of the security for these contract performance claims.

- 13.2. Defect claim security

The Subcontractor shall provide security for defect claims in the amount of 5% of the net final invoice amount per individual order. The security shall include all claims for defects at the time after acceptance. The Contractor shall be entitled to make a corresponding deduction from the net final invoice amount per individual order if the Subcontractor has not provided any other security by this time. The security for claims for defects shall be returned to the Subcontractor in full after the expiry of 5 years and 3 months after acceptance of the services of the respective individual order. If the scope of services of the respective individual order of the Subcontractor includes services which are particularly susceptible to defects and for which an extended limitation period of 10 years and 3 months after acceptance of the services of the respective individual order applies according to 8.2 (determination of condition in case of refused acceptance) of this contract, the Subcontractor may require the Contractor to reduce the security for claims for defects after the expiry of 5 years and 3 months until the expiry of the remaining limitation period of a further 5 years to a share of 5 % of the net remuneration share of the final invoice for the services subject to defects. In this case, the Subcontractor shall prove the remuneration share for the defect-prone services to the Contractor on the basis of the original calculation of the individual order. After expiry of 10 years and 3 months since acceptance of the services of the respective individual order, the reduced defect claim security shall be returned to the Subcontractor. If at the respective time of return the asserted justified

claims of the Contractor have not yet been fulfilled, the Contractor may retain a corresponding part of the security.

### 13.3. Security through guarantee

If security is provided by way of a guarantee, the following requirements must be met: The guarantor must be a credit institution or credit insurer licensed in the European Community. The guarantee declaration must be made for an unlimited period, unconditionally, in writing, waiving the defense of anticipatory action (section 771 (1) of the German Civil Code (Bürgerliches Gesetzbuch - BGB)) and must contain a declaration that the claims arising from the guarantee will not expire before the expiry of the claims secured by the respective guarantee. The right of deposit must be excluded. Furthermore, the guarantor must declare that the law of the Federal Republic of Germany shall apply exclusively to disputes arising from such a guarantee and that the place of jurisdiction shall be the Contractor's registered office.

### 13.4. Regulation in individual order

Each individual order may stipulate whether and which of the aforementioned guarantees shall be provided from the Subcontractor to Contractor.

## 14. Insurances of the entrepreneur

14.1. By accepting the individual order, the Subcontractor confirms that the coverage amounts of the business liability insurance per insured event are at least:

for personal injury	1 million €
for property damage and financial loss	1 million €

14.2. The Subcontractor is also obliged to take out and maintain for the duration of the contract an assembly insurance policy for at least the net order amount and the statutory accident insurance policy for its own employees. The Subcontractor shall also ensure the conclusion of a corresponding accident insurance policy for employees of its subcontractors.

14.3. The certificates of insurance shall be submitted to the Contractor upon request within 10 calendar days. The insurance cover shall be maintained until the expiry of the limitation period for claims for defects.

## 15. Assignment, set-off and right of retention

Any assignment of the Subcontractor's claims against the Contractor shall require the Contractor's written consent. If the Subcontractor provides objectively justified reasons for the assignment, the Contractor may not refuse consent. The Subcontractor shall only be entitled to set-off and to a right of retention against claims of the Contractor if the counterclaims of the Subcontractor have been legally established, acknowledged or are undisputed.

## 16. Copyright and rights of use

The Subcontractor shall transfer to the Contractor the rights of use and exploitation of all copyright-protected performances in connection with the execution of the individual order. This shall also apply in the event of premature termination of individual orders.

## 17. Social responsibility, environmental protection, data protection

17.1. TRILUX Companies have joined the [ZVEI-VDMA Code of Conduct](#), which can be viewed on the website of the ZVEI (German Electrical and Electronic Manufacturers' Association), and expect the Subcontractor to comply with these regulations, which are based on internationally established standards. TRILUX endeavors to enforce the principles throughout the entire value chain, as far as its sphere of influence extends, and has set down its expectations of its Subcontractors in the [TRILUX Supplier Code](#). The Subcontractor therefore undertakes all suitable and reasonable efforts to promote compliance and sustainability in the entire supply and service chain, in particular to continuously implement and apply the principles and values laid down in the ZVEI-VDMA Code of Conduct, in the TRILUX Supplier Code or in an equivalent code of conduct of its own.

17.2. Upon request, we shall be informed about the essential measures within the framework of reciprocity and, if possible, a review shall be made possible within the framework of audits, so that it becomes comprehensible how their compliance is fundamentally ensured. There is no entitlement to the disclosure of trade and business secrets, information relating to competition or information worthy of protection.

17.3. When providing the contractual services, the Subcontractor shall strictly observe the statutory and official regulations on environmental protection. In particular, when using materials and substances that are likely to contaminate the soil or water or otherwise adversely affect them, the Subcontractor shall take precautions against leakage, etc. Furthermore, he is obliged to take back packaging.

17.4. Furthermore, when providing the contractual services, the Subcontractor shall, insofar as it processes personal data, comply with the applicable data protection regulations. In the event of processing on our behalf, he shall conclude a commissioned data processing agreement (DPA) in accordance with Contractor's template before commencement. Services must be at least state of the art, designed and configured in accordance with the principles of Privacy by Design and Privacy by Default, and must be such that we can comply with our obligations under data protection law.



## 18. Final provisions

### 18.1. Place of performance, place of jurisdiction, applicable law

The place of performance for all obligations arising from this contract and all individual orders shall be the location of the construction project; otherwise, the place of business of the Contractor. The place of jurisdiction for all disputes arising from and in connection with this contract and all individual orders shall be the Contractor's place of business. German law shall apply exclusively.

### 18.2. Written form, digital signature

The agreements may be signed on one counterpart or on several counterparts of the same wording if each party signs the counterpart intended for the other party, which together constitute one and the same agreement. Each counterpart so signed shall be accepted by the parties as an agreement.

The contracting parties confirm by signing that they agree to the processing, signing by means of electronic media, receipt of information and disclosures electronically and the use of electronic signatures (e.g. AdobeSign, DocuSign) instead of paper documents or signatures on paper documents. The contracting parties have acknowledged that they are not obligated to agree to receive information and disclosures electronically or to sign documents electronically. Upon request, each of the contracting parties shall receive the documents in paper form and may revoke their consent to electronic business transactions at any time.

### 18.3. Severability clause

If individual provisions of the contract or parts of the provisions of the contract are invalid or if the provisions of the contract contain loopholes, the validity of the remaining provisions shall not be affected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed to have been agreed which corresponds as far as possible to the economic purpose of the provision to be replaced. The same shall apply to any loopholes in the contract.



# General terms and conditions for subcontractors as a framework agreement

## 1. Term

- 1.1. The Parties hereby agree on the GTCSUB, which can be viewed at [www.trilux.com/Lieferanten](http://www.trilux.com/Lieferanten), as the contractual basis for all orders placed by the Contractor with the Subcontractor from \_\_\_\_\_ (Effective Date), without having to agree on them again, terminable in writing with a notice period of 3 months to the end of the calendar year, subject to the following additional provisions.
- 1.2. The Contractor shall be entitled to send the Subcontractor requests for quotations for contractual services during the term of the framework agreement. The Subcontractor shall be obliged to send the Contractor a binding written offer at the latest **within 8 working days** after receipt of the request for quotation on the conditions specified in the Contractor's request for quotation and in this framework agreement. The Subcontractor shall be bound by the respective offer for 30 calendar days after receipt thereof by the Contractor.
- 1.3. The offer must contain the following minimum information: the date of the offer, the offer request number of the Contractor, the names of the Contractor and the Subcontractor, a precise description of the services, an item-by-item description of the contractual services, quantities/measures and prices (detailed list of services), indication of the place of performance and confirmation of the contract deadlines or contract dates from the offer request.
- 1.4. The Subcontractor shall only be entitled to refuse the submission of an offer or the execution of the requested contractual services for important reasons, e.g. lack of personnel capacities, **no later than 3 working days** after receipt of the offer request from the Contractor, stating the reasons in writing. The conclusion of the individual order for the execution of the respective contractual services shall be effected by a written order placement or simple e-mail from the Contractor to the Subcontractor. Subsequent changes to an individual order may be agreed in text form by the project managers of the parties.
- 1.5. Subsequent amendments to this framework agreement must be made in writing.

## 2. Subcontractor certificates for the execution of construction works

- 2.1. The Subcontractor undertakes to hand over to the Contractor the following certificates without delay, at

the latest upon conclusion of a framework agreement with the Contractor for the execution of contractual services:

- current excerpt from the commercial register (not older than 1 week)
- Proof of business registration;
- Proof of registration in the register of craftsmen;
- Certificate from the tax office stating that the company is domiciled in Germany in accordance with § 13 b Para. 4 S. 3 UStG;
- Indication of the tax office responsible for the entrepreneur together with the tax number;
- valid exemption certificate (§ 48 b EStG);
- Proof of the existence of public liability insurance to the extent of the coverage agreed in accordance with the contract;
- Contribution fulfillment certificate from the Employer's Liability Insurance Association on the payment of accident insurance contributions;
- Proof of participation in the social security system of the construction industry or of exemption from this system.

- 2.2. The Subcontractor undertakes to immediately inform the Contractor in writing of any changes to the aforementioned certificates and to immediately send the Contractor currently valid certificates if the certificates previously submitted were limited in time and have now expired or are no longer valid for other reasons.

## 3. Annexes to the framework agreement

- Supplementary agreement (form)
- Acceptance protocol (form)
- \_\_\_\_\_

Company name, address, signature Subcontractor:

\_\_\_\_\_

Company address, signature TRILUX (Contractor):

\_\_\_\_\_