
Table of contents

§ 1	General - Scope	2
§ 2	Provisions.....	2
§ 3	Subcontractor.....	2
§ 4	Price fixing, supplementary calculation, ancillary services	2
§ 5	Software delivery or development.....	2
§ 6	Occupational safety, health and safety requirements	2
§ 7	Work and residence permits, visas.....	3
§ 8	Vaccinations, medical examinations.....	3
§ 9	Foreign taxes	3
§ 10	Suspension.....	3
§ 11	Code of Conduct -Business Conduct Guidelines of the TRIPS Group and Code of Conduct for TRIPS Suppliers	3
§ 12	Data protection	3
§ 13	Intellectual property, right of use, copyright	3
§ 14	Property.....	4
§ 15	Termination of contract.....	4
§ 16	Final provisions	4

§ 1 General - Scope

These General Terms and Conditions of Purchase for Work and Services shall apply exclusively. We do not accept any terms and conditions of the contractual partner/contractor (hereinafter referred to as "Contractor") that conflict with or deviate from these General Terms and Conditions of Purchase for Works and Services and expressly object to them. Deviating terms and conditions of the contractual partner shall also not apply if they are contained in a confirmation letter of the contractual partner subsequent to our order and we do not object to this. Our silence shall in any case be deemed to be a rejection.

§ 2 Provisions

Materials provided by TRIPS and other items provided by TRIPS shall remain the property of TRIPS and shall be stored, labelled, maintained and administered free of charge, properly and separately and returned to TRIPS after completion of the order. Their use is only permitted for the performance of the work under this contract. The contractor shall bear the risk for materials provided by TRIPS from handover until acceptance of the work or delivery and shall insure them accordingly against theft, loss and damage.

§ 3 Subcontractor

- (1) The Contractor is not entitled to use subcontractors in the performance of the Work.
- (2) Insofar as the permissibility for the use of subcontractors is expressly agreed in individual cases, the Contractor shall remain responsible for the defect-free and proper performance of the service under this Contract for Work. The Contractor shall be obliged to agree with its subcontractor all obligations under this Contract accordingly.

§ 4 Price fixing, supplementary calculation, ancillary services

All prices are fixed prices and apply until the end of the warranty period, in particular all metal prices are fixed prices until the end of the warranty period.

Supplements are calculated and executed on the basis of the basic offer including discounts and conditions. A discount agreed in the main negotiation as well as a package discount will also be deducted in the case of supplements and mass increases.

The agreed prices include all ancillary costs.

All expenses, allowances and travel costs etc. are included in the price.

All auxiliary materials, assembly equipment, tools shall be provided by the contractor free of charge.

§ 5 Software delivery or development

- (1) Software shall be delivered on commercially available data carriers in machine-readable object program form together with application documentation in electronic and paper form.
- (2) In the case of software development, the scope of services shall also include the delivery of the software on commercially available data carriers in machine-readable source program form and the documentation of the program development in electronic and paper form as well as a manufacturer's documentation; this shall also apply to subsequent changes or updates. The source programme shall be supplied in the programming language specified in the invitation to tender with detailed comments. Comments are to be written in the specified national language. Technical terms specified by us or by the customer shall be used. Source and object programs as well as documentation shall be handed over upon acceptance and shall correspond to the program status at the time of acceptance. If software is subsequently adapted or updated, the source and object programs as well as the documentation, including references to changes, shall be delivered subsequently without being requested to do so. The current source and object programs can be requested at any time.

§ 6 Occupational safety, health and safety requirements

- (1) Factory regulations and safety regulations at the place of use must be observed. All necessary safety instructions and tests must be successfully completed by all employees. Necessary personal protection equipment must be used and the employees must be instructed in its use.
- (2) The Contractor assures that the scope of delivery fully complies with the applicable statutory and official provisions on safety and health requirements.
- (3) The Contractor is obliged to comply with all applicable safety regulations, in particular also fire protection regulations at the place of use.
- (4) The Contractor shall be liable for ensuring that the Contractor and the personnel deployed by him have the required occupational health examinations up to date. In the case of foreign assignments, the Contractor shall submit proof of the G35 examination of its deployed personnel. The costs shall be borne by the Contractor.

Unless the Contractor is only a one-person company, the Contractor shall submit its **SCC certification** (or equivalent) or QMF 986-1 completed in full and carry out any necessary measures.

§ 7 Work and residence permits, visas

The Contractor confirms that it and all employees deployed by it are in possession of any necessary and valid work and residence permits and are able to perform the contractual service.

The Contractor shall be responsible for the visa and shall bear all related costs.

§ 8 Vaccinations, medical examinations

(1) If the entry requirements for the country of assignment stipulate certain vaccinations, the Contractor shall confirm that he has been vaccinated and provide proof of this by submitting an extract from the vaccination certificate. Vaccination costs shall be borne by the Contractor.

(2) The Contractor or the employee deployed by the Contractor shall be responsible for the performance of a medical consultation and the performance or omission of any vaccinations of the deployed employee.

§ 9 Foreign taxes

TRIPS shall not be responsible for the payment of any foreign taxes of any kind whatsoever and shall be entitled to withhold any taxes incurred (this shall apply in particular to withholding tax). The contractor shall bear any foreign taxes incurred.

§ 10 Suspension

TRIPS shall be entitled to interrupt the order at any time by notifying the Contractor in text form. This interruption shall have no effect on the Contractor's contractual obligations. The Contractor shall neither make claims for compensation of additional costs nor demand changes to the delivery times as a result of the suspension.

Upon receipt of a request to this effect from TRIPS, the Contractor shall immediately interrupt the work on the subject matter of the contract to the extent stated and shall stop any work in progress on the subject matter of the contract and shall carefully maintain any materials, supplies and equipment already available at the contractor.

TRIPS shall be entitled at any time to cancel this interruption of the work on the subject matter of the contract for work in whole or in part by notifying the Contractor in text form. The Contractor shall then resume the work on the subject matter of the contract for work, the interruption of which has been cancelled, on the date stated with the necessary care.

§ 11 Code of Conduct -Business Conduct Guidelines of the TRIPS Group and Code of Conduct for TRIPS Suppliers

(1) The Contractor guarantees compliance with the "**Business Conduct Guidelines of the TRIPS Group**" and the "**Code of Conduct for TRIPS Suppliers**" as amended from time to time, which are an integral part of the contract.

(2) These can be found at www.trips-group.com and define the TRIPS Group's expectations of how participating business partners are to behave in terms of sustainability within their corporate activities.

(3) Upon request, we will send you the "Business Conduct Guidelines of the TRIPS Group".

§ 12 Data protection

The Contractor shall ensure that all persons entrusted with the performance of work comply with the statutory provisions on data protection. An obligation on the part of these persons to maintain data secrecy, as required by data protection law, shall be made before they commence their activities for the first time and evidence of this shall be provided at our request.

§ 13 Intellectual property, right of use, copyright

(1) The results of the work on the subject matter of the contract, e.g. documents, drawings, licences, CAD templates (incl. files) and software programmes including source code, shall become the property of the TRIPS upon their creation, namely in their respective processing state, and shall be handed over to the TRIPS at any time upon request in their original form without know-how protection with a detailed description. The contractor shall not be entitled to a right of retention. The Contractor shall keep the results for the TRIPS until they are handed over. TRIPS shall have the exclusive and transferable right to use, modify and publish or exploit the results as he wishes, including in a form processed by him. The Contractor shall not be entitled to any rights of any kind and on any legal grounds whatsoever to the results of the work and the subjects of the contract.

(2) If the results contain protectable inventions or findings, TRIPS shall be entitled, at its own discretion and in its own name - naming the inventor in accordance with the applicable statutory provisions - to apply for indus-

trial property rights in any countries, to maintain such rights or to drop them at any time.

- (3) The Contractor undertakes to ensure that any inventions or findings arising in the course of the work on the product are transferred to TRIPS without cost.

All copyrights and rights of use to the work results and contractual services, in particular to drawings, licences, CAD templates (incl. files) and software programmes including source code shall be irrevocably and exclusively vested in TRIPS. The Contractor shall have no right to name the authorship. The Contractor irrevocably consents to the transfer of all rights of use to TRIPS already.

§ 14 Property

The results of the work on the subject matter of the contract for work, e.g. documents, drawings, plans, licences, CAD templates, in each case including files and dwg files and software programmes including source code, shall become property of TRIPS upon their creation, namely in their respective processing state, and shall be handed over to TRIPS at any time upon request in their entirety in the original without know-how protection with a detailed description. The Contractor shall not be entitled to a right of retention. The Contractor shall keep the results for TRIPS until they are handed over. TRIPS is entitled to the exclusive and transferable right to use, change and publish or exploit the results as it wishes, also in a form processed by it. The Contractor is not entitled to any rights of any kind and on any legal grounds whatsoever to the results of the work and the subjects of the contract.

§ 15 Termination of contract

- (1) TRIPS may terminate the contract for work at any time until completion of the Work.
- (2) In the event of termination, the Contractor shall receive the pro rata remuneration for the service already rendered.
- (3) Further compensation for damages is excluded.
- (4) Both parties may terminate the contract for good cause.

§ 16 Final provisions

- (1) The contract for work and all claims arising from and in connection with the contract for work are subject to the law of the Federal Republic of Germany to the exclusion of international private law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) German courts shall have exclusive international jurisdiction. The exclusive place of jurisdiction for all disputes arising from or in connection with the contract for work is the registered office of TRIPS.
- (3) If any provision of the contract of work becomes or is invalid or unenforceable in whole or in part, the other provisions of the contract of work shall remain in full force and effect. The invalid or unenforceable provision shall automatically be deemed to be replaced by such valid or enforceable provision that economically realises the meaning and purpose of the invalid or unenforceable provision.