

General Terms and Conditions for Supplies and Services up to 10.000 € net order value (T&C S&S - Small)

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This "T&C S&S – Small" applies only to contracts with an order value up to a maximum of 10,000.00 € net.

1 Nature and scope of the services

- 1.1 The nature and scope of both Parties' obligations are determined by the Customer's order, together with all annexes (e.g. specifications, drawings, diagrams), the provisions of these T&C and legal regulations.
- 1.2 The Contractor must take packaging back at its own cost and, if necessary, dispose of it at its own cost. In particular, the Contractor must also comply with all the requirements of the German Electrical and Electronic Devices Act (Elektro- und Elektronikgerätegesetz, ElektroG) when doing so. Any patent fees and licensing payments are covered by the price for the services.

2 Prices

- 2.1 All agreed prices are fixed prices, unless otherwise stipulated in the order. A price adjustment during the term of the Contract is not agreed.
- 2.2 The agreed prices also include the costs of shipping, packaging, loading, carriage to the place of delivery or acceptance, and unloading, unless otherwise stated in the order, as well as the costs of any returns and disposal. Unless otherwise agreed, the agreed prices cover all the Contractor's expenses; they are considered fixed rates in this respect and, in particular, cover all extra costs.

3 Contractual basis, implementation documents

The Contractor's general terms and conditions, delivery terms and payment terms as well as any versions of the specifications that the Contractor has produced itself, changes to the specifications that the Contractor has made and verbal agreements are not part of the Contract, unless they are explicitly treated as part of the Contract and the Customer has confirmed them in writing.

4 Workers and subcontractors

- 4.1 The Contractor is solely responsible for fulfilling its legal, official and trade association obligations towards its employees. When executing the Contract, it is obliged to only employ workers who have a valid work permit and residence permit for Germany. It has an obligation to the Customer to not use any workers whose employment breaches the provisions of the German Act to Combat Undeclared Work (Schwarzarbeitsbekämpfungsgesetz) or the ban on illegal migrant labour (German Social Security Code (Sozialgesetzbuch, SGB) III) or the German Act on the Illegal Provision of Labour (Arbeitnehmerüberlassung, AÜG).
- 4.2 The Contractor is also obliged to comply with the regulations of the German Act on the Posting of Workers (Arbeitnehmerentsendegesetz, AEntG) and the procurement law act of brandenburg (Brandenburgisches Vergabegesetz, BbgVerG) and to indemnify the Customer against all claims arising from failure to comply with the above provisions. Furthermore, in the event that the Contractor subcontracts services out as permitted in accordance with this Contract, it is also obliged to impose corresponding obligations on the subcontractors, and it also indemnifies the Customer against claims arising in relation to the Contractor's subcontractors. All this also applies for subcontractors' own subcontractors.

5 Performance of the services

- 5.1 The Contractor is responsible for rendering its services independently. It must protect the Customer's interests, including in relation to other contractual agents of the Customer. The Contractor is not authorised to represent the Customer in dealings with others.
- 5.2 Until risk is transferred, the Contractor must protect the services it renders and the items provided to render them against damage or loss. Prior to transfer of risk, the Customer has no obligations to check whether the Contractor's deliveries are compliant with the Contract. The Customer only has to inspect properly packaged supplies within a period of time appropriate for a quality inspection.

6 Supplies/services

- 6.1 Unless otherwise explicitly agreed in writing, the place of performance and fulfilment is the Customer's registered office.
- 6.2 Unless otherwise agreed, deliveries must be made free to the point of use.

- 6.3 Unless otherwise explicitly agreed in writing, goods will be delivered to the Customer's warehouse at Schönefeld Airport within the current delivery times, which are published on the homepage of the Customer.
- 6.4 Goods delivered by the Contractor shall – if nothing has otherwise been stipulated – reported to the Customer electronically and independently by using the external supplier response platform operated by Customer which is free of charge for the Contractor. The Client reserves the right to demand from Contractor to report his deliveries mandatorily via such supplier response platform from a future point of time to be determined by the Customer.

7 Quality assurance; technical, safety and occupational health requirements

- 7.1 The Contractor is obliged to only supply items that are compliant with the provisions of the German Equipment Safety Act (Gerätesicherheitsgesetz), the accident prevention regulations enforced in the Federal Republic of Germany by the statutory accident insurance providers and generally accepted technical, safety and occupational health regulations.
- 7.2 The features of the samples and prototypes provided, as well as the features stated in subparagraph 7.1, are guaranteed.

8 Damage prevention on-site

- 8.1 The Contractor must report accidents resulting in personal injury or physical damage to the Customer immediately.
- 8.2 The Contractor must also inform the Customer immediately if it becomes aware of hazards that could affect the proper functioning of the commercial airport.

9 Termination for good cause

- 9.1 The Customer can terminate the Contract for good cause, particularly if
- the Contractor breaches its obligations in accordance with this Contract and does not cease this conduct within a reasonable period of time, even after the Customer has requested remedial action;

- (preliminary) insolvency proceedings involving the Contractor's assets are opened or the Contractor or a third party files an insolvency application and this insolvency application is not withdrawn within 4 weeks;
- the Contractor offers, promises or grants benefits to individuals involved in the conclusion or implementation of the Contract on the Customer's behalf, or to individuals related to them. Such actions by individuals commissioned by or working for the Contractor are considered equivalent to actions by the Contractor itself. In this regard, it is irrelevant whether the benefits are offered, promised or granted to the aforementioned individuals or to a third party in their interest;
- despite a warning, the Contractor or one of its subcontractors again commits a major breach of legal regulations regarding the payment of taxes and social security contributions or of the German Immigration Act (Ausländergesetz, AusIG), AÜG or SGB III.

9.2 Notice of termination must be given in writing.

Termination by the Customer can also be limited to parts of services.

10 Industrial property rights

The Contractor's supplies and services must be free from third-party property rights. The Contractor is responsible for ensuring contractual use of the respective delivery. It must indemnify the Customer against all rights that third parties can enforce in relation to the Contractor's services.

11 Non-disclosure/confidentiality/loyalty

11.1 Irrespective of the legal data protection regulations, the Contractor is obliged to treat all business secrets and all available operating data, documents and other information that it obtains because of or in connection with this Contract as confidential ("Confidential Information") and to only use these for the purpose of implementing the Contract, unless they are common knowledge. Information is then not considered Confidential Information if, at the time of it being made known to the receiving party, it is publicly available and/or public knowledge or subsequently becomes so, without the receiving party being to blame.

11.2 Unless there are any other legal or contractual obligations regarding confidentiality, the duty of confidentiality in accordance with the above provisions will cease to apply if:

- data is or becomes public knowledge, without this being due to an unlawful act or breach of Contract by the Contractor,
- the Contractor has released data to the Customer in writing for other use or

- the data must be disclosed due to mandatory legal regulations.

11.3 The Parties to the Contract are obliged to be loyal to each other. In particular, the Contractor will neither promise or grant benefits to the Customer's employees or individuals related to them nor accept such benefits. If the Contractor is entrusted with activities related to the preparation/performance of a tendering process, the non-disclosure and confidentiality requirement must be strictly observed.

The Contractor explicitly declares that it has not participated in any anti-competitive agreements on prices or terms related to the services covered by this Contract and will not do so in the future either.

11.4 This duty of confidentiality does not apply in relation to affiliated companies in accordance with sections 15 et seqq. of the German Stock Corporation Act (Aktiengesetz, AktG). The Parties shall ensure that their affiliated companies have a duty of confidentiality equivalent to that between the Parties.

12 Acceptance

12.1 Performance will be accepted. Acceptance will not be replaced by a quality inspection. Any defects in performance must be documented in a record of acceptance.

12.2 If the Contractor has to provide documentation on the basis of the Contract, it shall provide this to the Customer in the proper form at the time of acceptance. The Customer can withhold payments to the Contractor if and for as long as the documents are not properly provided.

12.3 The risk of accidental loss and accidental deterioration only passes to the Customer once the recipient has accepted the Contractor's performance or, when acceptance is neither required by law or contractually agreed, once it has received the Contractor's delivery. For work, the risk passes to the Customer on acceptance.

12.4 In the case of properly packaged supplies, the Customer only has to inspect the goods supplied within a period of time appropriate for a quality inspection.

12.5 The Contractor shall present relevant documents on the supplier response platform upon Customer's request.

13 Claims for defects

The legal regulations apply for defect claims.

14 Assignment of claims

The Contractor's claims against the Customer can only be assigned with the Customer's prior written consent. Section 354a of the German Commercial Code (Handelsgesetzbuch, HGB) remains unaffected.

15 Invoices

15.1 Accounting is made to the contractually bound affiliated company. The billing addresses of the affiliated companies are as follows:

- Flughafen Berlin Brandenburg GmbH Abt. Rechnungswesen, Flughafen Schönefeld, 12521 Berlin
- Berliner Flughafen Gesellschaft mbH, Abt. Rechnungswesen, Flughafen Schönefeld, 12521 Berlin
- Flughafen Energie und Wasser GmbH, Abt. Rechnungswesen, Flughafen Schönefeld, 12521 Berlin
- Flughafen Airport Assekuranz Vermittlungsgesellschaft mbH, Abt. Rechnungswesen, Flughafen Schönefeld, 12521 Berlin

15.2 Invoices are to be sent by email in PDF format (1 invoice per email with the file name 'Invoice', additional attachments in PDF format are possible) to the following address:

invoice@berlin-airport.de

15.3 When using the xrechnung format, which is mandatory in the KoSIT-standard, the relevant routing ID of the client must be used and the invoice must be sent to the following address:

xrechnung@berlin-airport.de

The routing ID's of the affiliated companies are:

Flughafen Berlin Brandenburg GmbH	12-121172542660462-07
Flughafen Energie und Wasser GmbH	12-121172545873842-18
FBB Assekuranz Vermittlungsgesellschaft mbH	12-121467598358650-48

- 15.4 Only invoices that meet the VAT requirements for an invoice will be processed (see in particular § 14 (4) UStG).
- 15.5 Furthermore, the invoice must contain the following information:
- the purchase order number issued with the order; and, if available, the procurement number issued with the order
 - the description of the measure
 - the order number
 - and the contract number.
- 15.6 We will send incorrect invoices within the meaning of the UStG as well as without specifying the correct purchase order number back to the biller.
- 15.7 Invoices are to be designated in accordance with their purpose as down-payment invoices, partial final invoices, or final invoices; the down-payment and partial final invoices are to serially enumerated. From 30th April 2020 invoices can be submitted electronically as xrechnung format. From 27th November 2020 invoices shall be submitted electronically as xrechnung format, unless Contractor is allowed by statutory law to submit invoices in another format.
- 15.8 Sufficient proof (e.g. proof of hourly charges, signed delivery notes or proof of performance) must be provided so that invoices can be verified. Invoices must include the order number allocated by the Customer.
- 15.9 Note on electronic performance confirmation: The Client will switch to electronic performance confirmation by the Contractor in the medium-term. After the changeover and notification to the Contractor, a connection to the electronic activity confirmation is mandatory for the Contractor. Other performance confirmations will no longer be accepted thereafter.
- 15.10 For partial invoices due to partial deliveries, the delivered and remaining quantities must have to be clearly discernible.
- 15.11 Invoices must list contract prices not including VAT (net prices); the amount of VAT must be stated at the end of the invoice at the tax rate that applies on the date on which the tax is incurred or, for final invoices, on the date on which the service is rendered.
- 15.12 Each invoice must state the scope and value of all services to date and the payments already received, with the VAT included in these amounts listed separately.
- 15.13 Issue of the final invoice is subject to acceptance under all circumstances, even in the event of premature termination of the Contract.

- 15.14 If a service is rendered over more than one calendar year, the instalments already received in the previous year should be shown as one sum only on invoices in the new year.
- 15.15 The same applies for separate parts of services if special settlement of them has been agreed in the Contract.
- 15.16 If an invoice does not meet the above requirements, it is not payable and the Customer is not responsible for any late payments resulting from it.
- 15.17 If you have any questions about accounting after award, please contact **rechnungswesen@berlin-airport.de**

16 Payments

- 16.1 All payments are made cashless, in euros.
- 16.2 A claim to payment of an invoice only arises if verifiable documents regarding delivery/provision of the service to the recipient are attached to it.
- 16.3 Unless otherwise agreed, payment is made within 30 days. The payment term begins on receipt of the full invoice by the Customer, but on the date of transfer of risk at the earliest.
- 16.4 When paying by bank transfer, the date of payment is considered to be the date on which the bank receives the executable payment order.
- 16.5 In the case of joint ventures, payments with discharging effect for the Customer are made to the representative of the joint venture authorised to implement the Contract or according to its written instructions. This also applies after the joint venture has been dissolved.

17 Data protection

- 17.1 If the Contractor processes and uses personal data on the Customer's behalf within the context of this Contract, the Contractor is obliged to conclude an agreement pursuant to Article 28 GDPR prior to the relevant data processing in addition to this Contract and to follow the Customer's instructions regarding the nature, scope and duration of the data processing.

- 17.2 In order to implement the Contract, the Contractor shall obligate or has already obligated its employees and agents to observe data protection laws. The Contractor is responsible for ensuring that all individuals whom it entrusts with the execution of this Contract observe the current versions of the applicable data protection regulations.
- 17.3 In the course of implementing this Contract, the Customer processes the following categories of personal data at least: the Contractor's contact details (e.g. name, address, email address, telephone number), billing details (e.g. bank details), details of payment history and the quality of service provision. The Customer only discloses or transfers the personal data to group subsidiaries or third parties commissioned with performance and inspection when necessary. The data protection fact sheet enclosed with these T&C contains further information on data processing in accordance with Article 13 GDPR.
- 17.4 The Contractor must provide the categories of data stated above while concluding the Contract and for the purpose of implementing the Contract. This is either necessary for the conclusion of the Contract and the fulfilment of the associated contractual obligations or the Customer has legally duties to carry out such data processing. The Contract cannot be concluded or fulfilled without this data.
- 17.5 The Contractor is obliged to provide information on the Customer's data processing in connection with this Contract to its own employees, agents and service providers (data subjects) and, in relation to this contractual relationship, to inform each of the data subjects of the relevant data processing using the Customer's data protection fact sheet.
- 17.6 The Parties to the Contract shall mutually support each other, as much as they are able, with the enforcement of data subjects' rights in accordance with Articles 15 et seqq. GDPR.

18 Whistleblowing system/ombudsman/Compliance Officer

- 18.1 While executing the Contract, the Contractor is obliged to inform the Customer via the modes of communication provided by the Customer if it becomes aware that laws, government regulations and any of the Customer's other guidelines that are agreed as a basis of the Contract are breached. In order to fulfil the above obligation, the Customer provides the Contractor with the electronic modes of communication listed below:
- 18.1.1 Whistleblowing system
The Customer provides the Contractor, the Customer's and the Contractor's employees, and customers, suppliers and business partners with a communication platform, secured by the latest technologies, for reporting - including anonymously - any of the above breaches that become apparent.

While executing the Contract, the Contractor is obliged to inform the employees, suppliers and subcontractors used of the duty to report the above breaches and of the existence of the Customer's whistleblowing system. On request, the Customer shall provide the Contractor with information materials that the Contractor can hand out to the above project participants.

The Customer's whistleblowing system can be accessed via the following link:

<https://www.bkms-system.net/fbb>

- 18.1.2 The ombudsman for the Berlin airports performs the role of an independent body that accepts internal or external reports of corruption. In this role, the external lawyer has a professional duty of confidentiality and cannot provide any information on this without the consent of the person who contacted them. They can be contacted with suspicious matters as well as for initial non-committal discussions.

Ombudsman:

Dr. jur. Rainer Frank
Potsdamer Platz 8, 10117 Berlin
Email: ombudsmann-fbb@fs-pp.de
Telephone: (030) 31868566

- 18.1.3 Flughafen Berlin Brandenburg GmbH has a Compliance Officer. They are also available for advice and information.

Compliance Officer:

Ms Elke Schaefer (lawyer)
Flughafen Berlin Brandenburg GmbH
Email: compliance@berlin-airport.de
Telephone: (030) 6091 70158

19 Place of jurisdiction, applicable law and language

- 19.1 German law applies exclusively, to the exclusion of the UN Convention on the International Sale of Goods. The language of the Contract is German. In the event of discrepancies between the German version and the English translation provided, the German version applies.
- 19.2 In commercial law, Berlin is agreed as the place of jurisdiction. The above place of jurisdiction does not apply for dunning procedures. The Customer also has the right to initiate legal proceedings at the Contractor's general place of jurisdiction.

- 19.3 The Contractor can only offset undisputed or legally enforceable claims against the Customer's claims; the same also applies for exercising a right of retention or a right to withhold performance, which must also be based on this contractual relationship.

20 Final provisions

- 20.1 Should provisions of this Contract be ineffective or invalid, this will not affect the validity of the other provisions, if it is expected that these provisions would also have been laid down without the invalid or ineffective part.
- 20.2 The Customer advises that the data necessary for billing as well as correspondence with the Contractor are stored electronically.