

## 1 General

- 1.1 The Service Provider shall provide all services on the basis of these Special Terms and Conditions of Purchase for Services and Engineering Services (Terms and Conditions of Purchase for Services – DAEB). These DAEB shall take precedence over the General Terms and Conditions of Purchase for Goods and Services in their currently valid version (AEB). The AEB shall apply only in areas not covered by these DAEB. The Service Provider's terms and conditions shall not apply, even if SAACKE does not expressly object to them.
- 1.2 These DAEB shall also apply if the service provider performs the service for SAACKE without reservation and without knowledge of these terms and conditions. In this case, the performance of the services shall be deemed to constitute acceptance of these DAEB, with the service provider simultaneously waiving the validity of its own terms and conditions.

## 2 Quotations and Prices

- 2.1 Enquiries from SAACKE are subject to change. A contract is only concluded upon written confirmation of the order by SAACKE. If the service is performed by the service provider without the latter having previously received an order confirmation, the contract is concluded upon commencement of the performance of the service and its unconditional acceptance by SAACKE.
- 2.2 The service shall be provided at the prices and under the special conditions agreed in the relevant service contract and, where applicable, in the service order form/order form. The prices stated therein are binding.

## 3 Dates and deadlines

- 3.1 Dates and deadlines are binding if they have been specified by SAACKE and the service provider does not object immediately. Unless otherwise agreed in individual cases, the performance period shall commence upon conclusion of the contract or upon dispatch of the order confirmation by SAACKE.
- 3.2 If failure to meet a performance deadline is attributable to events beyond the Service Provider's control (force majeure), the performance dates shall be postponed by the duration of the disruption, including a reasonable start-up period. The Service Provider shall inform SAACKE immediately of such events.
- 3.3 If the Service Provider falls into default with the provision of services, SAACKE may claim a flat-rate compensation for delay of 0.2% of the total net price of the service affected by the delay for each completed week of delay, up to a maximum of 3% of the total net price. SAACKE reserves the right to claim further damages; the fixed compensation for delay shall

be set off against this. The Service Provider reserves the right to prove that no damage has been incurred at all or that the damage incurred was significantly lower.

- 3.4 In the event of a delay in performance, SAACKE shall be entitled to the statutory rights, including the right to withdraw from the contract, provided that the delay is attributable to the service provider.

## 4 Services / Subject Matter of the Contract

- 4.1 The content, nature and scope of the services owed by the Service Provider shall be determined, unless otherwise agreed in individual cases, by the relevant service contract and, where applicable, the service order form/order form. The designation as a “service” does not determine the legal classification. If, under the contractual agreements, the Service Provider is obliged to ensure the success of its activities, the statutory provisions of the law governing contracts for work and services shall apply in addition, with the provisions of these DAEB taking precedence. Responsibility for the project and its success shall be determined in accordance with the agreements made. The Service Provider shall perform its services in accordance with the principles of proper professional practice and the current state of the art.
- 4.2 The subject matter of the contract may consist of a one-off service, to be provided in parts if necessary, or may be of a continuing nature.

## 5 Performance of the Service

- 5.1. Unless otherwise agreed in individual cases, the place of performance shall be the registered office of SAACKE.
- 5.2. The Service Provider’s employees involved in the performance of the service shall be selected by the Service Provider and proposed to SAACKE. The Service Provider shall only deploy qualified personnel for the provision of the agreed services and shall take SAACKE’s interests into account appropriately when making its selection.
- 5.3 If SAACKE has selected a specific employee proposed by the Service Provider to perform the service, SAACKE shall be entitled to have the service provided by that employee. If, within two days of the commencement of the service provision, it transpires that an employee of the Service Provider is unsuitable for the work at SAACKE or, for other reasons, is not considered suitable at SAACKE’s sole discretion, SAACKE may demand a replacement free of charge or – if no other qualified employee is available – terminate the contract with immediate effect without incurring further costs or liability for damages.

If a person deployed by the Service Provider to fulfil the contract is replaced by another at the Service Provider’s instigation and with SAACKE’s consent, and if induction training is required, the Service Provider shall bear the costs incurred in this regard.

- 5.4 The Service Provider shall determine – in accordance with the subject matter of the contract – the manner in which the services are to be provided.
- 5.5 SAACKE shall have no authority to issue instructions to the Service Provider or to the Service Provider's employees entrusted with the provision of services

## 6 Changes to the Services

- 6.1 SAACKE may at any time, up to the point of acceptance, request changes and additions to the service, provided that these are technically feasible and reasonable for the Service Provider. The Service Provider shall review requests for changes within two working days of receipt and shall notify SAACKE of the outcome, together with any implications for remuneration and the schedule, in the form of a binding offer. Services provided by the Service Provider as part of this service modification process up to the submission of the offer shall be provided free of charge.
- 6.2 SAACKE shall review the offer within three working days of receipt. If SAACKE accepts the offer, the changes shall become part of the contract. The Service Provider shall adapt all work deliverables, including documentation, to the changes. If SAACKE does not accept the offer, the parties shall continue the project or the original contract unchanged.
- 6.3 During an ongoing service amendment procedure, the Service Provider shall continue to perform the contractual services as scheduled, unless SAACKE instructs them in writing to suspend or restrict the work until a decision on the service amendment has been made. If, prior to the conclusion of the service modification procedure, services are to be provided or actions carried out which would no longer be usable as a result of the service modification, the Service Provider shall inform SAACKE of this immediately in writing.

## 7 Acceptance

Insofar as the Service Provider is obliged to achieve a result and thus to deliver a work product, payment shall be due only upon acceptance.

- 7.1 The subject of acceptance is the service contractually owed, including any guaranteed characteristics and the proper quality of the documentation. A prerequisite for acceptance is that the service provider has handed over all work results in full and that SAACKE has indicated its readiness for acceptance.
- 7.2 SAACKE shall commence the examination of acceptability within seven days of notification of readiness for acceptance.
- 7.3 If acceptance fails, SAACKE shall provide the Service Provider with a list of the defects preventing acceptance. Within a reasonable period, the Service Provider shall provide a defect-free, acceptable service or acceptable work results. During the re-acceptance

process, only the documented defects shall be examined, unless the rectification requires a full review.

- 7.4 Following successful acceptance, SAACKE shall declare acceptance of the service provider's services in writing.
- 7.5 SAACKE may not refuse acceptance on the grounds of minor defects. In this case, acceptance shall be subject to the condition that the Service Provider rectifies the defects without delay. These defects must be listed individually in the acceptance report.
- 7.6 If acceptance fails at least twice, SAACKE may assert its statutory rights, in particular to withdraw from the contract and – in the event of a culpable breach of duty by the Service Provider – to claim damages.

## 8 Obligations of SAACKE

- 8.1 SAACKE shall designate a competent contact person for the Service Provider who is authorised to make binding decisions on behalf of SAACKE during the performance of the contract. This person shall be available to exchange necessary information and shall participate in the decisions required for the performance of the contract. Decisions shall be reached without delay and subsequently documented jointly in writing.
- 8.2 SAACKE shall ensure that the documents and information required for the provision of services – insofar as these are not to be provided by the Service Provider – are made available to the Service Provider in full, accurately, in a timely manner and free of charge, and shall update them as necessary.
- 8.3 The Service Provider shall check the documents provided to it for completeness and plausibility in relation to the services to be performed and shall inform SAACKE if it identifies any inaccuracies or omissions.
- 8.4 SAACKE shall support the Service Provider as necessary and shall create, within its sphere of operations, all conditions required for the proper execution of the assignment. Upon request, SAACKE shall provide the Service Provider with sufficient workstations and equipment for this purpose.
- 8.5 Unless otherwise agreed, the Service Provider shall store the documents and information provided to it by SAACKE in such a way that they can be reconstructed in the event of damage or loss.

## 9 Rights of Use

- 9.1 Unless otherwise agreed, the Service Provider grants SAACKE the exclusive, transferable right, unrestricted in terms of time and place, to use the results of the services which the Service Provider has delivered under the contract and handed over to SAACKE for its own

purposes. This also includes interim results, training materials and aids. Otherwise, all rights remain with the Service Provider.

- 9.2 The Service Provider may only revoke SAACKE's right of use if SAACKE intentionally infringes copyright or other intellectual property rights. Revocation must be in writing. Prior to revocation, the Service Provider shall grant SAACKE a reasonable grace period to remedy the situation.
- 9.3 The Service Provider warrants that its services are free from any third-party rights that exclude or impair their use by SAACKE in accordance with the contract.
- 9.4 The Service Provider shall indemnify SAACKE against all claims by third parties arising from the infringement of industrial property rights or copyright by the Service Provider's services and shall reimburse SAACKE for all necessary expenses incurred in connection with such claims. The Service Provider shall, at its own expense, restore the services to a lawful state through subsequent performance or re-performance. These claims shall apply irrespective of any fault on the part of the Service Provider.
- 9.5 Any further statutory claims by SAACKE arising from defects in title remain unaffected.

## 10 Term

- 10.1 If the contract is concluded for an indefinite period, SAACKE may terminate it in writing with one month's notice to the end of a calendar month. The Service Provider's notice period is three months to the end of a calendar quarter. Any agreed minimum term remains unaffected.
- 10.2 Withdrawal from the contract is permitted where the statutory requirements are met. Both parties may terminate the contract without notice for good cause. Notices of termination must be in writing.

## 11 Remuneration, Payments, Set-off and Retention

- 11.1 Unless otherwise agreed in individual cases, payments are due within 30 calendar days of the invoice date or upon receipt of the invoice by SAACKE – whichever is later. In the event of payments made before the due date, SAACKE is entitled to a 3% discount.
- 11.2 A payment shall be deemed to have been made on time if SAACKE's account has been debited within the payment period.
- 11.3 In the event of late payment, the service provider may charge interest at a rate of 5 percentage points above the applicable base rate. Any further claims for damages arising from late payment are excluded. Default shall occur at the earliest 30 calendar days after the due date and receipt of a valid invoice.

11.4 SAACKE is entitled to the statutory rights of set-off and retention.

11.5 Invoices must be sent to SAACKE in the agreed form; unless otherwise agreed, by post or in electronic form in accordance with SAACKE's specifications.

## 12 Breaches of Contract

12.1 If the service is not performed in accordance with the contract and the service provider is responsible for this, the service provider shall be obliged to perform the service in accordance with the contract within a reasonable period of time at no additional cost to SAACKE, unless this is only possible at disproportionate expense. Furthermore, the service provider shall compensate SAACKE for any damage incurred as a result. SAACKE shall monitor the performance of the service appropriately.

12.2 If, for reasons for which the Service Provider is responsible, the Service Provider fails to provide the service in accordance with the contract even within a reasonable grace period set by SAACKE, SAACKE shall be entitled to terminate the contract without notice. The right to terminate the contract for cause remains unaffected.

12.3. In the event of termination pursuant to clause 12.2, the Service Provider shall be entitled to remuneration for services rendered up to the date on which the termination takes effect, which are actually usable by SAACKE and in accordance with its interests. SAACKE may set off such claims against claims for damages. If the Service Provider is not at fault for a non-contractual service, it shall, to the best of its ability, offer SAACKE the provision of services in accordance with the contract and may claim the associated expenses and proven costs if SAACKE accepts this offer.

12.4 The limitation period for claims by SAACKE arising from breaches of performance is two years from the statutory commencement of the limitation period. In the case of work performed, if defects arise within six months of the service being provided, it shall be presumed, subject to proof to the contrary, that these are due to a defective service on the part of 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 or its legal representatives or vicarious agents, in the event of fraud, or in the event of injury to life, limb or health.

## 13 Liability

13.1. The Service Provider shall be liable in accordance with statutory provisions, in particular the Product Liability Act, and for damage resulting from injury to life, limb or health culpably caused by the Service Provider, its legal representatives or vicarious agents.

13.2 The Service Provider shall also be liable if it, or its legal representatives or vicarious agents, have breached a material contractual obligation (cardinal obligation) the fulfilment of which is essential for the proper performance of the contract or the breach of which jeopardises

the achievement of the purpose of the contract, and on the observance of which SAACKE may regularly rely.

- 13.3 Clause 12.4 applies mutatis mutandis to the limitation period for claims for damages.
- 13.4 In the event of data loss, the Service Provider shall be liable for the costs required to restore the data, provided that SAACKE has carried out proper data backups. If the Service Provider has prevented or failed to carry out proper data backups, it shall be liable without limitation. Clauses 12.1 to 12.3 shall apply mutatis mutandis to SAACKE's claims for reimbursement of expenses and other liability claims.

## 14 Liability Insurance

- 14.1 The Service Provider shall provide evidence of professional indemnity insurance with cover of at least EUR 5,000,000 for consequential damage to property and financial loss, and EUR 5,000,000 for personal injury. The cover should provide for a sublimit of at least EUR 500,000 for professional liability claims and at least EUR 1,000,000 for planning liability claims. The Service Provider warrants that this insurance cover shall be maintained for all claims arising from the performance of the contract and shall inform SAACKE immediately of any restriction or termination of the cover.
- 14.2. The Service Provider shall have no claim to payments from SAACKE until proof of insurance cover has been provided. SAACKE may make payments conditional upon proof of continuing insurance cover.

## 15 Confidentiality, Data Protection, Communication

- 15.1 Amendments and additions to the contracts concluded between the parties shall be agreed in writing. Verbal agreements shall only be valid if they are confirmed in writing by SAACKE within seven days.
- 15.2 The Service Provider undertakes to maintain confidentiality regarding trade and business secrets as well as any other information designated as confidential that comes to its knowledge in connection with the contractual relationship. Any disclosure to persons not involved in the conclusion, performance or settlement of the contractual relationship requires the prior written consent of SAACKE. Unless otherwise agreed, the duty of confidentiality shall apply for five years from the date of becoming aware of the information, but at least until the termination of the contractual relationship.
- 15.3 The Service Provider shall also oblige its employees and any third parties engaged to maintain confidentiality insofar as the Service Provider has access to personal data stored on SAACKE's systems or processed on behalf of SAACKE, it shall process such data exclusively as a data processor within the meaning of Article 28 of the GDPR and only in accordance with documented instructions from SAACKE. Prior to the commencement of such processing, the parties shall conclude a separate data processing agreement which complies

with the requirements of Article 28(3) of the GDPR and the relevant provisions of the Federal Data Protection Act. The Service Provider shall comply with SAACKE's instructions (in particular regarding compliance with erasure and blocking obligations) and shall oblige its employees and any subcontractors to do the same.

- 15.5 The Service Provider is aware that electronic and unencrypted communication, in particular via email, involves security risks. The Service Provider shall use state-of-the-art encryption or a comparable protective measure appropriate to the risk for personal data and other confidential information, unless SAACKE expressly stipulates otherwise in individual cases. If the Service Provider uses unencrypted communication contrary to the agreed security measures or those appropriate to the risk and thereby causes SAACKE damage through its own fault, it shall be liable in accordance with Clauses 12 and 13.
- 15.6 All contractual relationships between the parties shall be governed exclusively by the laws of the Federal Republic of Germany.

## 16 Place of performance and jurisdiction

- 16.1 The place of performance for all obligations arising from the contractual relationships between the parties is Bremen.
- 16.2 The exclusive place of jurisdiction for all legal disputes arising from or in connection with the contractual relationships, as well as regarding their formation and validity, shall be Bremen in relation to merchants, legal entities under public law or special funds under public law. SAACKE shall remain entitled to bring legal proceedings against the service provider at the service provider's general place of jurisdiction.