

Subcontractor conditions and code of conduct

1. Contract components

- 1.1. The documents listed in section 01 of the negotiation protocol form part of the contract.
- 1.2. The subcontractor's general terms and conditions shall not form part of the contract. The same applies to reservations, assumptions, restrictions, etc. declared by the subcontractor prior to the negotiations.
- 1.3. Should individual provisions of the contract be invalid, the remaining provisions shall remain binding.

2. Performance – Remuneration

The unit or flat rates cover all services, including ancillary services, provided by the subcontractor that are necessary for the full achievement of the contractual purpose in accordance with the contractual basis.

3. Implementation documents

- 3.1. The subcontractor must request the documents required for execution from the client in good time and check them in their entirety and accuracy immediately upon receipt. The subcontractor must notify the client immediately of any discrepancies. If these obligations are not fulfilled, the subcontractor shall bear all disadvantages incurred by the client or himself as a result.
- 3.2. All drawings, calculations, documents, and other implementation documents handed over to the subcontractor remain the exclusive property of the client. They may only be used within the scope of the subcontractor agreement and may not be published or made available to third parties without prior consent.
The subcontractor undertakes not to disclose to third parties any trade secrets or confidential information that become known to him in connection with this subcontracting agreement. In the event of a breach, the client shall be entitled to compensation and withdrawal of the order. The legal consequences of § 8.3 VOB/B shall then apply.
- 3.3. The subcontractor shall prepare all calculations and implementation plans necessary for its services, insofar as these are not to be provided by the client, and shall submit them to the client in good time. The subcontractor shall factor the resulting costs into its pricing.
- 3.4. Even after submission to the client, the subcontractor remains responsible and liable for the entirety and accuracy of the execution documents to be procured or created by him. This also applies if the client expressly releases or approves such documents for execution.
- 3.5. If special official permits, approvals, or acceptances are required for the declared service area, these must be obtained or arranged by the subcontractor in a timely manner without special remuneration. Written documents or acceptance reports must be submitted to the client in sufficient quantities without being requested.
- 3.6. All surveying work for subcontractor services must be carried out by the subcontractor in his own responsibility. Survey points must be adequately secured, even if they were not established by the subcontractor.
- 3.7. The subcontractor is obliged to obtain timely and sufficient information about the location of the construction site, its accessibility, and the facts necessary for the performance of his services. In particular, he must independently inquire with the relevant authorities about the existence and location of any supply and disposal lines, cables, etc. in his work area.

4. Execution

- 4.1. The subcontractor must name the site manager/specialist site manager responsible under the state building regulations before commencing work and provide them at the start of work. In addition, a responsible representative of the subcontractor must be named who is authorized to make or receive all declarations necessary for the entire contract execution and any contract amendments for and against the subcontractor.
- 4.2. The subcontractor shall have a quality management system in place and shall provide the client with evidence of this without being asked to do so. The subcontractor shall also provide the main contractor with evidence of the approvals, certifications, proofs, and licenses required by law or in the contract for quality assurance without being asked to do so. In particular, the subcontractor shall submit the relevant EU declarations of conformity.
- 4.3. At the request of the client, the subcontractor shall keep a construction log in accordance with the client's specifications and submit it to the client on a daily basis.
- 4.4. In individual cases, the client may involve the subcontractor in discussions with the end customer on matters relating to the subcontractor's part of the service.
- 4.5. The area for the construction site facilities and material storage shall be allocated by the client in accordance with the available options. Necessary relocations and transfers shall not be remunerated separately.

Subcontractor conditions and code of conduct

- 4.6. The subcontractor is responsible for the proper and safe storage and accommodation of his materials and equipment. The client accepts no liability in this regard. The subcontractor must implement the measures specified in § 4.5 VOB/B.
- 4.7. The subcontractor is responsible for providing accommodation and transport for workers and building materials. There is no entitlement to use existing buildings and facilities within the construction site. When transporting materials, the subcontractor must comply with the dangerous goods regulations.
- 4.8. The subcontractor shall contribute to the costs of services provided by the client (e.g., water, electricity, etc.) in accordance with a separate agreement. If the subcontractor requests billing based on actual consumption, he shall install consumption meters at his own expense.
- 4.9. The subcontractor shall provide proof of compliance with the required quality of the materials and products used without being asked to do so. In particular, the subcontractor shall be responsible for the usability of the materials supplied by it in accordance with building regulations. At the request of the client, the subcontractor shall supply and install samples and specimens of the materials and parts intended for use by the subcontractor. The costs for this and for any test certificates and manufacturing certificates requested by the client shall be borne by the subcontractor.

The subcontractor shall provide the client, unsolicited and without delay, with measurement reports, quantity surveys, test reports, and documentation, at the latest by the time of the respective partial invoice for its services.

- 4.10. The client may require the subcontractor to remove from the construction site any workers who are professionally or personally unsuitable, who fail to comply with their obligation to wear protective equipment, or who are unable to present a valid work permit, and to replace them with others.
- 4.11. In order to prevent accidents at work in connection with its services, the subcontractor must observe all statutory, trade association, and project-specific provisions on occupational safety and health protection, in particular the Construction Site Ordinance and any applicable safety and health plan. The subcontractor shall, without being asked, provide the approvals, certifications, evidence, qualifications, and training required by law or in the contract and shall provide evidence of these to the client upon request.

The subcontractor shall ensure that the safety requirements stipulated by law are met by its safety officer. The subcontractor shall require its employees working on the construction site to wear the prescribed personal protective equipment (e.g., safety helmets, safety shoes, safety goggles). Subcontractor employees who fail to comply with their obligation to wear protective equipment may be expelled from the construction site. Before using third-party scaffolding or equipment, the subcontractor must inspect it at his own responsibility. Work accidents must be reported immediately and without being requested.

- 4.12. If the subcontractor culpably violates his obligation under Section 4.11 above, the subcontractor shall pay the client in each individual case an appropriate, non-time-related contractual penalty of up to EUR 5,000.00, the exact amount of which shall be determined by the client in each individual case at its reasonable discretion and may be reviewed by the competent court in the event of a dispute.
- 4.13. If the client provides protective and safety equipment, this shall be jointly inspected upon handover to the subcontractor. The subcontractor shall be responsible for maintaining and, if necessary, supplementing this equipment. The subcontractor shall return it to the client in proper condition after completion of the work. Existing protective covers, railings, or similar items that must be temporarily removed in order to carry out the work shall be properly reinstalled. For the duration of the removal, all hazardous areas shall be cordoned off and marked with signs using other suitable measures to prevent accidents.
- 4.14. The subcontractor may only subcontract contractual services with the written consent of the client. This also applies to any subcontracting of services by the subcontractor to further subcontractors and/or temporary employment agencies, even if this occurs within the framework of successive subcontracting in the form of a so-called subcontractor chain.

The subcontractor undertakes to employ workers from countries outside the European Union in the performance of the services assigned to him only if they are in possession of a valid residence permit entitling them to engage in employment.

- 4.15. If the subcontractor culpably violates its obligation to obtain the respective consent of the client for the use of subcontractors, including by way of further subcontracting, the subcontractor shall pay the client a non-time-related contractual penalty of 0.5% of the net invoice amount in each individual case.
- 4.16. When subcontractors pass on contractual services to other subcontractors and/or temporary employment agencies, including in the case of successive subcontracting within a so-called "subcontractor chain," the subcontractor must ensure that all subcontractors and/or temporary employment agencies—including those performing parts of the subcontractor's contractual services within the framework of successive subcontracting—assume and comply with the obligations described in Section 4.11.

Subcontractor conditions and code of conduct

5. Waste disposal – Cleaning

- 5.1. The subcontractor shall immediately and without being asked provide the client with the environmental and waste management permits, certifications, evidence, and approvals required by law or in the contract. The subcontractor shall, without special request or remuneration, maintain order on the construction site and continuously dispose of the waste generated by his services from the construction site in compliance with the applicable recycling and waste management laws. After completion of the contractual services, both the storage and work areas as well as the construction site itself shall be cleared and restored to a proper condition.
- 5.2. The subcontractor shall avoid any damage or contamination to public and private roads, including sidewalks, used by construction site traffic, or shall remedy such damage or contamination immediately. This also applies to the subcontractor's delivery vehicles; in this respect, the subcontractor shall be liable as for his own fault. If the subcontractor fails to comply with a request to remedy the situation within a reasonable period of time set by the client, the client may remedy the situation itself or have it remedied by a third party; in both cases, the subcontractor shall bear the costs.

6. Execution deadlines – contractual penalty – substitute performance

- 6.1. All agreed deadlines – including interim deadlines – are contractually binding.
- 6.2. At the request of the client, the subcontractor is obliged to immediately submit its detailed construction schedule, which takes into account the agreed contractual deadlines, to the client and to coordinate it with the client.
- 6.3. The contractual penalty may be declared until the final payment is due.
- 6.4. If the client asserts a claim for damages, the forfeited contractual penalty shall be offset against this claim.
- 6.5. The client reserves the right to change the schedule. In this case, new contract dates will be agreed upon. Contractual penalties already incurred due to missed deadlines shall not be waived by agreeing on new dates. The agreed contractual penalties shall also apply to newly agreed contract dates.
- 6.6. If the subcontractor is unable to perform the work in accordance with the contract for reasons within his sphere of risk and this threatens to cause the contractual deadlines to be exceeded, the client shall be entitled, after prior written warning and even without partial termination, to perform the partial services that are delayed itself or to have them performed by third parties. The subcontractor shall not be entitled to remuneration or claims for damages for the withdrawn parts of the service.

7. Disability

- 7.1. The subcontractor must carry out his work in such a way that other companies working on the construction site are not hindered or damaged. He must ensure that all necessary information and coordination regarding the technical and temporal workflow is provided in a timely and sufficient manner.
- 7.2. If it is apparent that a hindrance or interruption will have an impact, the subcontractor must notify the client of this in writing without delay. If the subcontractor culpably fails to provide this notification, he shall compensate the client for any damage incurred as a result.

8. Acceptance

- 8.1. The subcontractor must notify the client in writing upon completion of his services.
- 8.2. Prior to acceptance, the subcontractor must check his services for entirety and devoid of defects and, if necessary, carry out any remaining work and rework immediately. Furthermore, a complete construction file must be handed over to the client prior to acceptance. It must contain, among other things – without claiming to be exhaustive – the approvals, acceptances, permits, test certificates, calculation documents, etc. to be procured by the subcontractor.
- 8.3. A formal acceptance procedure shall take place.
- 8.4. Partial acceptance in accordance with § 12.2 VOB/B and deemed acceptance in accordance with § 12.5 VOB/B are excluded.
- 8.5. Partial services within the meaning of § 4.10 VOB/B that are no longer visible or accessible by the time of final acceptance must be reported to the client in writing after completion with at least two weeks' notice and must be jointly inspected. A written report with photographic documentation must be prepared. Such reviews and reports do not constitute partial acceptance and do not represent legal (partial) acceptance.
- 8.6. The request for a status assessment pursuant to Section 650g (1) BGB by the subcontractor must be made in writing.

Subcontractor conditions and code of conduct

9. Claims for defects

- 9.1. Claims for defects are generally governed by VOB/B, but the limitation period for all services is 5 years and 6 months, unless otherwise agreed in the minutes of negotiations.
- 9.2. If defects are discovered during construction, the client may, notwithstanding § 4. 7 VOB/B in conjunction with § 8. 3 VOB/B, terminate the contract or a completed part of the contractual service or have the defect remedied at the subcontractor's expense if the reasonable deadline set by the client for remedying the defect has expired without result.
- 9.3. The subcontractor hereby assigns to the client all claims for defects, warranty, and damages arising from the performance of this contract against his subcontractors and suppliers. The client accepts the assignment. The client authorizes the subcontractor, until further notice, to assert the assigned claims in his own name and for his own account. The subcontractor shall provide for the assignment of claims to the client in the contracts with its subcontractors and suppliers and shall oblige them to agree with subcontractors and suppliers to whom the contractual services are subcontracted to also assign claims for defects to the client. The subcontractor's liability for defects remains unaffected by the assignment. However, in the event of a claim against the subcontractor, the latter may demand that the assigned claims be reassigned to the subcontractors and suppliers.

10. Liability under the German Employee Secondment Act (AEntG), Minimum Wage Act (MiLoG), and Social Security Code (SGB) IV and VII: obligations to provide evidence, termination, damages, etc.

10.1. Assurance/notification and documentation obligations

The subcontractor guarantees full compliance with the provisions of the AEntG, MiLoG, and SGB IV and VII, in particular paying his employees the minimum wage, duly paying contributions to the vacation fund, and duly fulfilling his obligations to pay the total social security and accident insurance contributions.

In the event that the services are subcontracted under the subcontractor agreement or parts of these services are subcontracted, and in the event that temporary employment agencies are commissioned, the subcontractor shall also expressly oblige his subcontractors and temporary employment agencies to comply with the provisions of the AEntG, MiLoG, and SGB IV and VII. Insofar as successive subcontracting takes place by way of a subcontractor chain, the subcontractor undertakes to ensure by contractual agreement that all subcontractors and/or temporary employment agencies fulfill these obligations. The requirement for written consent from the client for each subcontracting of services remains unaffected by this.

Both when performing the construction work itself and when subcontracting to other subcontractors or commissioning a temporary employment agency, the subcontractor shall inform the client of the names and duration of employment as well as the competent collection agencies for the total social security and accident insurance contributions for the employees required to carry out the work, in the case of temporary employment, this shall also include the names of the temporary workers, and in the case of commissioning a foreign subcontractor, the names of the foreign employees. The subcontractor shall notify the client immediately of any changes.

10.2. Indemnification obligation

The subcontractor shall indemnify the client against all claims asserted against the client in the event of a breach by the subcontractor of the provisions specified in clause 10.1 above arising from the guarantor's liability in accordance with the AEntG and/or SGB IV and/or SGB VII. This shall also apply if the guarantor liability arises from further subcontracting and/or from the commissioning of temporary employment agencies.

10.3. Termination and compensation

In the event of non-compliance with the obligations set out in sections 4.11, 4.16 and 10.1, the client shall be entitled to terminate the contract for good cause and to have the uncompleted part of the service performed by a third party at the subcontractor's expense. The client's claims for compensation for further damages shall remain unaffected.

10.4. Authorisation to obtain information

The subcontractor authorises the client to obtain information about the payment of holiday pay, social security and accident insurance contributions from the relevant collection agencies.

Subcontractor conditions and code of conduct

11. Security interests

- 11.1. The subcontractor must provide security for the performance of the contract. The amount of this security shall be 10% of the net order value, unless otherwise agreed in the minutes of negotiations. The net order value shall be decisive.

The security for contract performance includes

- Claims of the client for the fulfilment of the subcontractor's obligations under the contract, including any modified and/or additional services;
- Claims by the client for the fulfilment of all obligations to pay contractual penalties and damages – regardless of the legal basis;
- Claims for defects by the client, but limited to defects reported prior to acceptance (defects reserved for acceptance and defects reported later are only covered by the warranty security in accordance with Section 11.2);
- the client's claims for repayment of any overpayments made by the client to the subcontractor, including interest and benefits;
- the main contractor's claims for fulfilment of the indemnification obligation for (i) the client's liability pursuant to Section 13 MiLoG and Section 14 AEntG, (ii) payment of the minimum wage and/or payment of contributions to a joint institution of the parties to the collective agreement, (iii) liability pursuant to Section 28e (3a) to (3e) SGB IV, and (iv) pursuant to Section 150 (3) SGB VII in conjunction with Section 28e (3a) SGB IV;
- the claim under Section 650c (3) sentences 3 and 4 of the German Civil Code (BGB);
- the client's recourse claims against the subcontractor in the event of claims by the individual social security institutions or their collection agency or for payment of the total social security contributions in accordance with Section 28e (3a) to (3e) of the German Social Security Code IV (SGB IV) and
- The client's exemption claims in the event of a claim by employees of the subcontractor or by employees of a subcontractor included in the subcontractor chain or third parties for payment of the minimum wage and/or payment of contributions to a joint institution of the parties to the collective agreement (holiday fund) in accordance with Section 13 MiLoG and Section 14 AEntG.

Security for contract performance can be provided by withholding due instalment payments. If the subcontractor decides to provide a guarantee instead of a retention, this must be in the form of a directly enforceable contract performance guarantee from a German or European credit institution or credit insurer with a long-term rating of at least BBB+. The guarantee declaration must be unlimited in time, contain a waiver of the right to raise a preliminary objection and a waiver of the right to deposit the guarantee amount, and be subject to the condition that the guarantor can only be held liable for payment of money. The guarantee must also include a waiver of the right to set-off (Section 770 (2) of the German Civil Code (BGB)), unless the principal debtor's claim is undisputed or has been established by a final and binding court decision. The claims arising from the guarantee may not become time-barred before the secured principal claims. Furthermore, the guarantor must declare that the law of the Federal Republic of Germany applies to any disputes and that the place of jurisdiction is the registered office of the client or the location of the construction project. The model 'contract performance guarantee' must be used.

In the case of security by retention, its deposit into a blocked account is mutually excluded.

- 11.2. The client is entitled to retain a portion of the subcontractor's audited net final invoice amount as a warranty deposit. Unless otherwise specified in the negotiation minutes, the amount of the deposit shall be 5% of the net final invoice amount.

The warranty security includes

- the client's warranty claims due to defects reserved upon acceptance or reported for the first time thereafter (claims due to defects reported prior to acceptance are only covered by the security for contract performance in accordance with Section 11.1);
- the repayment of any overpayments made by the client to the subcontractor, including benefits and interest;
- the claim under Section 650c (3) sentences 3 and 4 of the German Civil Code (BGB);
- fulfilment of the exemption obligation for (i) the client's liability pursuant to Section 13 MiLoG and Section 14 AEntG, (ii) payment of the minimum wage and/or payment of contributions to a joint institution of the parties to the collective agreement, (iii) liability pursuant to Section 28e (3a) to (3e) SGB IV, and (iv) pursuant to Section 150 (3) SGB VII in conjunction with Section 28e (3a) SGB IV;
- the client's recourse claims against the subcontractor in the event of claims by the individual social security institutions or their collection agency or for payment of the total social security contributions in accordance with Section 28e (3a) to (3e) of the German Social Security Code IV (SGB IV) and

Subcontractor conditions and code of conduct

- Recourse claims by the client against the subcontractor in the event of a claim by employees of the subcontractor or by employees of a subcontractor included in the subcontractor chain or third parties for payment of the minimum wage and/or payment of contributions to a joint institution of the parties to the collective agreement (holiday fund) in accordance with Section 13 MiLoG and Section 14 AEntG.

If the subcontractor decides to replace the retention for the warranty with a guarantee, clause 11.1 NUB shall apply mutatis mutandis to the content of the guarantee. The form 'FM.023.0.UG.DE Warranty Guarantee' must be used.

If the subcontractor chooses security by retention, his deposit into a blocked account shall be excluded by mutual agreement.

The client must return any unused security for claims for defects after the agreed limitation period for claims for defects has expired. However, if his claims have not yet been satisfied at this point in time, he may retain a corresponding portion of the security.

- 11.3. If the client and subcontractor have agreed on an advance payment, the subcontractor is obliged to provide a guarantee on first demand in the amount of the advance payment to secure any repayment claims by the client. Clause 11.1 applies accordingly to the content of the guarantee. The guarantee must be issued by a reputable credit institution or credit insurer in the European Union and must be handed over to the client before the advance payment is made.
- 11.4. In addition, unless otherwise specified in this contract, § 17 VOB/B shall apply to the security deposit provided by the subcontractor.

12. Liability – Insurance – Transfer of risk

- 12.1. The subcontractor shall be liable to the client for all damages incurred by the client or third parties during the execution of the contract and for which the subcontractor is responsible. To this extent, the subcontractor shall also indemnify the client against claims by third parties.
- 12.2. The subcontractor must provide the client with proof of liability insurance with sufficient coverage and limits and must prove that the insurance relationship will continue during the construction period. This liability insurance must include extended product liability insurance, unless the subcontractor's services exclusively comprise the installation, assembly, repair or maintenance of products manufactured and supplied by third parties or the provision of instructions relating to such products. Unless otherwise agreed, the minimum coverage amounts must be as follows:

Main construction industry		Ancillary construction industry	
€ 5.000.000,-	for personal injury	€ 5.000.000,-	for personal injury
€ 5.000.000,-	for property damage, financial loss and processing errors	€ 5.000.000,-	for property damage and financial loss
		€ 500.000,-	for processing damage

- 12.3. The scope of the subcontractor's liability is not limited by the scope of insurance coverage. Failure to provide proof of insurance entitles the client, after unsuccessful reminders and setting a deadline, to terminate the contract or to take out liability insurance on behalf of the subcontractor and at the subcontractor's expense in the amount of the unproven coverage sums. The subcontractor assigns his claims against the insurers for indemnification from the insurance relationship to the client. The client accepts the assignment. If the assignment is not permitted under the insurance terms and conditions, the subcontractor authorises the client to collect the claim against the insurer.
- 12.4. The subcontractor must immediately notify the client of any damage to the construction work. If the subcontractor fails to comply with this obligation, he shall bear all resulting damage and disadvantages himself. Deductibles shall be borne by the subcontractor.
- 12.5. Instead of § 7 VOB/B, § 644 BGB applies to the assumption of risk.

13. Settlement – Payment

- 13.1. Unless a flat rate has been agreed, invoicing shall be based on mutually agreed partial payments. Electronic invoices must be submitted, showing the project name, project number, services performed and all payments received. In the case of invoices with attachments relevant for auditing purposes (measurements, hourly reports, delivery notes, etc.), the invoice and attachments must be submitted in a single file, beginning with the invoice and followed chronologically by the supporting documents.

Subcontractor conditions and code of conduct

- 13.2. Differences in mass do not entitle the subcontractor to price changes in accordance with § 2 (3) VOB/B. This does not affect statutory claims, in particular those arising from § 313 BGB.
- 13.3. Partial payments shall be made after deduction of the retention for contractual performance claims if the subcontractor has not provided a corresponding guarantee.
- 13.4. The final payment shall be made after deduction of the retention for claims for defects if the subcontractor has not provided a guarantee for claims for defects. If the amount agreed as security is not or not fully covered by the amount of the remaining claim, the subcontractor undertakes to make a corresponding repayment.
- 13.5. All payments shall be made by bank transfer. With regard to payment terms, § 16 VOB/B shall apply.
- 13.6. Acceptance and payment of the final invoice shall not preclude the client from making claims for reimbursement due to incorrectly calculated services and claims. The subcontractor cannot claim a loss of enrichment. In the event of overpayment, the subcontractor undertakes to refund the excess amount paid. Section 650c (3), sentences 3 and 4 of the German Civil Code (BGB) remain unaffected.
- 13.7. The client shall retain 15% of the gross invoice amount due from all payments and transfer it to the tax office responsible for the subcontractor (tax deduction in accordance with Section 48 of the Income Tax Act). The tax deduction shall not apply if the subcontractor presents the client with a valid exemption certificate (§ 48 b EStG) from the domestic tax office responsible for him.

14. Hourly wage work

- 14.1. Hourly wage work may only be carried out on the written instruction of the client and must be documented daily by means of hourly wage slips, which must be countersigned exclusively by the client's construction management (project manager, site manager, foreman). The amount of remuneration for an hourly wage shall be agreed separately between the client and the subcontractor.
- 14.2. If a subsequent review reveals that the hourly wage slips that have already been signed relate to contractual services (including ancillary services), these will not be remunerated.

15. Termination

- 15.1. Termination shall be governed by VOB/B with the following provisions.
- 15.2. The client shall also be entitled to an extraordinary right of termination if the subcontractor fails to comply with the relevant legal provisions applicable to the performance of his services (e.g. regarding work permits, payment of taxes and social security contributions, temporary employment) or if the subcontractor is unable to provide evidence that the client is entitled to demand in accordance with the contractual agreements, either at all or within the specified time limit, and this threatens to cause the client or the construction work significant disadvantage. The client's right to terminate the contract in this way requires a reasonable grace period and its fruitless expiry. In this case, the legal consequences of Section 8 (3) VOB/B apply.
- 15.3. The client shall be entitled to an extraordinary right of termination after expiry of a reasonable period of time if, taking into account all circumstances of the individual case and the interests of both parties, the continuation of the contractual relationship cannot reasonably be expected of the client. This right shall also apply if the subcontractor culpably violates an obligation under Clause 19.1.
- 15.4. Termination rights pursuant to Section 648a of the German Civil Code (BGB) remain unaffected by any termination rights pursuant to VOB/B.
- 15.5. Partial terminations shall be governed exclusively by the statutory requirements, in particular Section 648a (2) of the German Civil Code (BGB). Section 8 (3) No. 1 Sentence 2 VOB/B shall not apply.
- 15.6. The determination of performance after termination is determined for ordinary and extraordinary terminations in accordance with Section 648a (4) of the German Civil Code (BGB).

16. Assignment and offsetting

- 16.1. Claims of the subcontractor against the client arising from this contractual relationship may only be assigned or pledged to third parties with the consent of the client.
- 16.2. Offsetting against counterclaims of the subcontractor is excluded, unless these are undisputed or have been legally established.

17. Supplementary provisions to Sections 650b and 650c of the German Civil Code (BGB)

- 17.1. Upon receipt of a request for change from the client pursuant to Section 650b (1) sentence 1 BGB, the subcontractor shall immediately notify the client in writing of any objections to the feasibility of the change request, any concerns about the change (including its necessity), any necessary cooperation on the part of the client and any effects on the construction period.

Subcontractor conditions and code of conduct

- 17.2. The subcontractor is obliged to submit the offer required under Section 650b (1) sentences 2 and 5 of the German Civil Code (BGB) without delay, usually within one week, in text form. The subcontractor's offer must comply with the requirements of Section 650c (1) of the German Civil Code (BGB) regarding the calculation/determination of the amount of the remuneration claim, insofar as this is already possible for the subcontractor at this point in time. In all other respects, the provisions of Section 650b (1) of the German Civil Code (BGB) apply to the offer to be submitted.
- 17.3. If the subcontractor has submitted an original calculation as agreed, it shall determine any additional claims primarily in accordance with Section 650c (2) of the German Civil Code (BGB).

18. Right to issue preliminary injunctions

- 18.1. In the following cases under sections 18.2 to 18.4, the client is also entitled to make an 'early order' in accordance with Section 650b (2) sentence 1 of the German Civil Code (BGB) even before the expiry of the 30-day period.
- 18.2. The client is entitled to issue an early order if the subcontractor
1. fails to submit the supplementary offer within the specified time limit, or
 2. seriously and definitively refuses to submit a supplementary offer, or
 3. seriously and definitively refuses to endeavour to reach agreement on the change and the additional or reduced remuneration to be paid as a result of the change, as required under Section 650b (1) sentence 1 of the German Civil Code (BGB).
- 18.3. The client is entitled to issue premature instructions if this is necessary due to imminent danger to life and limb or significant material assets.
- 18.4. The client is entitled to issue an early order if and when necessary, because otherwise there is a risk of the construction period being extended or the client would have to order a halt to construction.

19. Principles of conduct

- 19.1. The subcontractor is obliged to comply with the client's code of conduct [FP.001.0.UG.DE_Unternehmenspolitik], regardless of whether these are expectations of the subcontractor or obligations of the subcontractor.
- 19.2. If the subcontractor culpably violates an obligation under Section 19.1, it shall indemnify the main contractor in full against all third-party claims, official fines, measures ordered and/or court costs as well as other liabilities that are legally asserted against the main contractor as a result of such a breach of duty. The objection of contributory negligence (Section 254 of the German Civil Code) remains unaffected.