

Performance Conditions for Consulting, Works, and Services



Effective from December 2023

Section 1 Scope

(1) These Performance Conditions apply to all contracts that are concluded between Heidelberg Druckmaschinen AG, one of its subsidiaries or one of its sales partners (hereinafter jointly referred to as "Heidelberg") and the Contractor, and that pertain to the performance of works, consulting, or services for Heidelberg. They apply even if Heidelberg is aware of contradictory or different terms of the Contractor and accepts a service without reservation.

(2) If these Performance Conditions have been made an integral component of a contract, then they shall additionally apply to contracts concluded later. This also applies even if they are not expressly agreed to in connection with the conclusion of said later contracts. The relevant applicable version of these Performance Conditions as at the time of contract conclusion shall be decisive.

(3) Diverging general terms and conditions of business of the Contractor are not accepted, even if not expressly rejected.

Section 2 Commissioning and Cooperation

(1) Orders or contract commissions for the purchase of services by Heidelberg are only binding if they are issued by Heidelberg in writing.

(2) The Contractor must agree with Heidelberg on every service to be performed before its final formulation.

(3) The contractual partners want to work together as flexibly as possible. If Heidelberg would like to make changes or expansions of the scope of service, the Contractor will take all reasonable measures also to implement these changes. If necessary, remuneration, deadlines, or other contractual arrangements must be adjusted/expanded. In this case, the previously agreed price level shall be taken into consideration.

(4) The Contractor shall provide Heidelberg with information on the progress and content of the service to be performed at any time, and shall provide Heidelberg with insight into the relevant documents at any time.

Section 3 Contact Persons

The contractual partners shall appoint at least one responsible contact person who is responsible for arranging decisions and coordinating the tasks on the part of the respective contractual partner.

Section 4 Service Performance and Deadlines

(1) The performance deadlines specified in the order, or decisively agreed by other means, are binding. Early deliveries or services are only permissible with the consent of Heidelberg. The Contractor is obligated to immediately inform Heidelberg in writing if circumstances occur or become apparent which make it impossible to comply with a deadline.

(2) If the service is not performed on schedule, Heidelberg is entitled, after a reasonable grace period set for the Contractor has expired without the desired result being achieved, to withdraw from the contract and to demand damages for non-performance or compensation of the expenses it has wasted. Heidelberg can withdraw from the agreement immediately without setting a grace period and demand damages for non-performance or compensation of the expenses it has wasted if extraordinary circumstances occur that justify immediate withdrawal in consideration of the interests of both parties. Such circumstances may include that the Contractor's performance can no longer be incorporated into Heidelberg's process without unreasonable delay or unreasonable additional expense. Acceptance of a late (partial) delivery / (partial) service without reservation does not constitute a waiver of rights or claims on the part of Heidelberg due to the late (partial) delivery / (partial) service.

(3) If the date by which the service must take place at the latest can be determined based on the contract, then the Contractor shall be in default after the end of that day without the need for a warning from Heidelberg. In the event of delivery default, Heidelberg shall be entitled to the statutory claims without restriction, including the right of withdrawal and the right to damages instead of performance, after a reasonable grace period has expired without the desired result.

(4) If Heidelberg is wholly, partially, or temporarily prevented from accepting the performance of the Contractor by force majeure, Heidelberg shall not be responsible for this. Heidelberg is released from any obligation or duty of acceptance for the duration of the delay and is not liable for resulting damage. If the delay lasts more than 90 calendar days, Heidelberg can terminate the contract without the need for a notice period by giving written notice. This will not give rise to any claims of the Contractor. Force majeure for the purposes of this paragraph includes all incidents that, due to their occurrence and impact, prevent Heidelberg from performance by reasonable measures, in particular events that are beyond its control. This includes but is not limited to war, warlike situations, revolution, coups, uprisings, riots, blockades, embargoes, multi-company labor disputes, epidemics and natural disasters.

(5) Retentions of title of the Contractor shall only apply insofar as they pertain to the payment obligation for the respective products to which the Contractor reserves the title. In particular, expanded or extended reservations of title are not permissible.

(6) In the case of deliveries, the Contractor must take out transport insurance equivalent to the value of the delivery object that also includes transport within the facilities of Heidelberg up to the place of use.

Section 5 Remuneration; Travel Costs; Payment

(1) The remuneration for the service is governed in the respective contract or order. The remuneration also encompasses any transfer and/or use of rights to work results in accordance with Section 8. The Contractor is not entitled to usage fees and other claims for payment.

(2) If the commission is made at a fixed price, this will be specified in a binding individual order. This fixed price shall cover all expenses and incidental costs of the Contractor that are necessary for the performance of the agreed services.

(3) If the commission is made "at cost," the remuneration rate will be specified in an individual order. The agreed remuneration rate shall cover all expenses and incidental costs. Remuneration will be settled each month. For this purpose, the Contractor shall prepare a detailed list presenting the days of work / performance units actually performed for every deployed employee and the respective topics addressed.

If expenses determined by the Contractor are incurred, e.g. due to the Contractor removing one project employee and replacing them with another employee, these will not be invoiced.

(4) Travel expenses that become necessary due to the fulfillment of the services to be performed in this contract will only be reimbursed if their assumption by Heidelberg has been expressly agreed, and only within the agreed scope.

These are reimbursed only net, at cost, and against corresponding proof and taking into account the following Heidelberg regulations. Means of transportation and accommodations are to be selected according to the aspects of economy and appropriateness. The following maximum reimbursable amounts apply:

Hotel/accommodation: maximum EUR 100 per night per person

Rail: 2nd class, or 1st class if in possession of a Bahncard50

Car: EUR 0.30 per kilometer traveled (if several persons travel to the same location on the same day, car travel expenses are reimbursed only once).

Rental car: mid-range

Parking/taxi: at cost per receipt

Flights: In the case of air travel, only the cheapest rate (economy class) can be reimbursed.

Travel costs to the respective Heidelberg office are not remunerated. Meal expenses are not separately remunerated. Travel costs that are incurred because the Contractor's employees are employed in other projects with other customers and interrupt their deployment at Heidelberg for this reason are not reimbursed. Travel times are not remunerated.

(5) Payment periods run in accordance with the conditions specified in the order. If payments are made in advance, the invoice amount shall apply minus a 2% discount. The periods described above shall begin when the risk has been transferred to Heidelberg, the work has been accepted or the service has been performed, and Heidelberg has received the invoice. The decisive date for the adherence of the payment period shall be the date on which Heidelberg issues the transfer order. If acceptance is impossible due to the quality of the service, the full and defect-free performance of the service will take its place.

(6) If Heidelberg incurs an interest loss within the meaning of Sections 233 ff. of the Abgabenordnung (AO – German Fiscal Code) as a result of the subsequent disqualification of the input tax deduction because the invoice is found to be incorrect, the Contractor must reimburse this interest loss. The right to assert greater damages remains unaffected.

Section 6 Special Provisions for the Performance of Service

(1) Transfer of risk

If the delivery of goods is a component of the scope of service owed, the Contractor shall bear the risk until the delivery of the goods to the agreed receiving point. Delivery to a place other than the specified point will then also not effect a transfer of risk for the Contractor if that place accepts the delivery.

(2) Execution guidelines

The Contractor is obligated to observe and comply with all relevant laws, ordinances, policies and other provisions in the execution of the service, in particular the occupational provisions, EU directives, accident prevention regulations, safety regulations, occupational safety laws, information security and data privacy protection laws and general DIN and ISO provisions. If any permits or authorizations are required for the performance of the service, the Contractor is responsible for obtaining these at its own cost.

(3) Authorizations/certificates

By concluding the contract, the Contractor declares that it possesses the prescribed authorizations and certificates for the performance of its service. In the event that its authorizations or certificates expire during the term of the contract, the Contractor undertakes to extend or reacquire these in due time.

(4) Subcontractors

The use of subcontractors must be agreed with Heidelberg in advance. Responsibility for the decision to employ a subcontractor lies with Heidelberg.

In the event of an approved deployment of a subcontractor, the Contractor ensures that the deployed subcontractor complies with all regulations that the Contractor has undertaken towards Heidelberg.

(5) Deployment of employees and specialists

The Contractor guarantees that it will only deploy properly registered personnel with valid work permits ("Aufenthaltstitel") necessary for the services to be provided. The Contractor further guarantees that the employees and other third-party persons it employs are specialists and possess all relevant knowledge and experience necessary in order to perform the agreed services carefully, completely, without defects, and on time. The Contractor is fully responsible for the fulfillment of all statutory, governmental, social and professional obligations as well as tax and all other duties and shall hold Heidelberg harmless from any claims of third parties brought in connection with the above mentioned obligations and duties. At the request of Heidelberg, following prior discussion, the Contractor will exchange employees that do not fulfill the specified requirements according to the reasonable opinion of Heidelberg. If the Contractor replaces one or more of the employees aforementioned during the performance of service, then the deployment of the replacement person must be approved by Heidelberg. If the replacement employee is deployed at Heidelberg despite unsuccessful approval or approval not obtained in due time, then the Contractor is not permitted to invoice for the services of the replacement employee. The right of Heidelberg to ordinary termination at any time remains unaffected. The Contractor must bear the costs for the onboarding period of the new employee, and will not invoice for these. In the case of a commission on a fixed-price basis, the original fixed price shall remain in effect.

(6) Execution of services at Heidelberg locations

If services are performed at Heidelberg locations, the employees and vicarious agents of the Contractor shall be subject to the in-house provisions of Heidelberg and must follow the instructions of the management and its officers in this respect.

The Contractor must report all damage to buildings, facilities, goods, information systems and data, etc., caused by the Contractor, its employees, and its vicarious agents to Heidelberg immediately. The Contractor must ensure that its employees' and vicarious agents' affiliation with the company of the Contractor is clearly identifiable, e.g. via workwear or identification passes. Heidelberg reserves the right to invoice for on-site emergency responses for the Contractor, its employees, and its vicarious agents in accordance with the fee rates for ambulance service providers / other medical treatment services in accordance with the Gebührenordnung für Ärzte (GOÄ – German Statutory Medical Fee Schedule). The Contractor must observe the applicable in-house provisions for the respective Heidelberg location, which will be cited in the relevant individual contract.

Section 7 Rights to Work Results

(1) All rights to results and products, as well as the associated documents, that are produced in the context of the performance of service under the contract shall become the unrestricted property of Heidelberg at the time they are created, and namely in the respective editing status. As long as these remain in the possession of the Contractor, e.g. for the further execution of the agreed services, the Contractor shall store the results and products and associated documents for Heidelberg free of charge. If inventions eligible for intellectual property rights are produced during execution of the work, exclusively Heidelberg is entitled to apply for protective rights – subject to the entry of the name of the inventor or inventors in compliance with the applicable statutory provisions – in any country at its own discretion, and to pursue, transfer, or even allow these to lapse at any time.

(2) If the result or product, particularly computer programs and consulting services, is protected by copyrights, then the Contractor hereby grants Heidelberg the irrevocable, exclusive, spatially, temporally, and substantively unrestricted, sub-licensable and transferable right to use the copyright(s) in changed or unchanged form for all types of use, to have them used, and to grant any rights of use to them to third parties. The types of use particularly include the rights of reproduction, distribution, and exhibition, as well as rights of recitation, performing, demonstrating and broadcasting, and the rights of communication via image, audio, or data storage media or film and radio broadcasts. If works are created by third parties (particularly photographers, models, musicians, composers, illustrators, etc.), the Contractor warrants that it will obtain the rights to these results for Heidelberg in the extent required for the attainment of the respective purpose. The Contractor shall agree on the costs associated with this (remuneration, licensing fees, etc.) before hiring third parties.

(3) The Contractor grants Heidelberg an irrevocable, spatially, temporally, and substantively unrestricted, sub-licensable, and gratuitous right of use to all preexisting intellectual property rights and intellectual property rights not encompassed by the scope of performance, including know-how, insofar as these are required for the prescribed use of the service results to be performed by the Contractor.

The Contractor grants Heidelberg an irrevocable, spatially, temporally, and substantively unrestricted, sub-licensable, and gratuitous right of use to all preexisting intellectual property rights and intellectual property rights not encompassed by the scope of performance, including know-how, insofar as these are required for the prescribed use of the service results to be performed by the Contractor.

(4) The Contractor shall immediately inform Heidelberg in writing of any inventions created during the execution of the agreed services. If inventions as defined in the Gesetz über Arbeitnehmererfindungen (ArbNErFG – German Employee Invention Act) are created during the execution of the agreed services, the Contractor and Heidelberg shall each take responsibility for the remuneration of their respective employee inventors involved in the invention. The Contractor and Heidelberg mutually indemnify each other from claims that could arise from a remuneration obligation to their respective employees. The Contractor undertakes to acquire the rights to the inventions of its employees created during the execution of the work and to transfer these to Heidelberg.

(5) If Heidelberg requires statements from the Contractor for the purpose of registering, editing, obtaining, or defending protective rights on the basis of such inventions, the Contractor shall immediately provide these to Heidelberg on request at no cost.

(6) The Contractor shall ensure that no third-party rights are violated by the use of the results, the products, and the related documents that are created in the context of the service performance under the contract, as well as the knowledge and experience in the area of the contract that was available or was created before the contract's entry into effect, that was created by the Contractor outside of the agreed services, and/or the patent applications, patents, copyrights, and other intellectual property rights that trace back to the above-mentioned knowledge and experience, particularly in manufacturing, distribution, and/or other use. The Contractor shall immediately inform Heidelberg if it is aware or becomes aware of such third-party rights.

The Contractor is liable to Heidelberg for claims that arise from a violation of intellectual property rights, applications for intellectual property rights, and other rights of third parties during the exploitation or use of the results, products, particularly of computer software and the related documents, and consulting services. The Contractor indemnifies Heidelberg against all claims arising from the use of the rights of third parties.

(7) Insofar as the result, the product, in particular computer programs, is only handed over in the directly usable form (e.g. binary code), but without the underlying concepts and creation sources (e.g. source code), the Contractor shall ensure that these creation sources remain available and thus enable subsequent product adaptations. These creation sources may not be sold or become part of an insolvency estate or must be available for exclusive use by Heidelberg in the event of insolvency.

Section 8 Confidentiality

(1) Each contractual party commits to the following with regard to all contract-specific information of any type or form received from the other contractual party or from an associated company of the other contractual party (hereinafter referred to as "Confidential Information"):

- i. to treat it confidentially by taking appropriate secrecy measures and protect it against unauthorized access,
- ii. to use it exclusively for purposes relating to the contract and
- iii. to return or delete it after the end of the contract or at the request of the

other contractual party unless this violates statutory retention requirements or requires an inordinate amount of technical effort.

"Associated companies" are companies in which the contractual parties or their parent companies hold a direct or indirect stake of at least 50%.

(2) The obligations stated in this Section 10, paragraph 1, sentence 1, also apply to knowledge gained from Confidential Information. Confidential Information must not be examined, reverse engineered, replicated or decompiled without the prior permission of the other contractual party.

The obligations stated in this Section 10, paragraphs 1 and 2, do not apply to Confidential Information

- i. that was generally known at the time of its disclosure or that becomes known by legal means later on,
- ii. that was already known to the other contractual partner by legal means before being disclosed,
- iii. that was demonstrably independently obtained by the other contractual partner or
- iv. that was expressly released for publication by the other contractual partner.

If a contractual party is legally obligated to disclose information to authorities or courts, the other contractual party shall be informed thereof in writing without delay, to the extent legally permissible, and the scope of the disclosure shall be minimized.

(3) Confidential Information may be made available to associated companies, own employees, representatives, subcontractors and consultants only if this is absolutely necessary for the execution of the contract and they are obliged to maintain confidentiality in accordance with this confidentiality agreement. The disclosing contractual party shall remain responsible for the aforementioned recipients complying with the obligations in this confidentiality agreement.

(4) The obligations in this section continue to apply for three years after the contract is ended.

Section 9 Data Security, Virus Protection, and Internet Usage

(1) The Contractor shall take all measures for data security and virus protection for its IT systems that are legally required, industry standard, and reasonable with regard to the fulfillment of the agreed services. The Contractor undertakes to utilize all reasonable technical measures to minimize the risk of viruses as far as possible. The Contractor shall report to Heidelberg and furnish proof of the measures taken to Heidelberg upon request. The Contractor is liable for any damage to Heidelberg's network, applications or data that is caused by the Contractor, its employees, or its vicarious agents, as well as for any resulting consequential damage.

(2) In the event that internet or intranet access is granted to the Contractor or its employees or an e-mail is set up for these under the domain of the Heidelberg Group (e.g. name@heidelberg.com), the Contractor is obligated to ensure that usage only takes place to the extent required for the fulfillment of the agreed services. Any usage going beyond this, especially private use, is forbidden to the Contractor and its employees. The Contractor is liable to Heidelberg for all damage arising from violations of these restrictions. In the event of the use of the Heidelberg e-mail address with third parties, any indication that the sender is acting on behalf of Heidelberg must be prevented. For this reason, these e-mail addresses will be furnished with addition of "EXT" by Heidelberg. The Contractor and its employees are obligated to unambiguously mark their e-mails sent under the identification of Heidelberg with their full names and the company name of the Contractor as the sender.

Section 10 No Representation of Heidelberg by the Contractor

(1) The Contractor is entitled and obligated to protect the rights and interests of Heidelberg in the context of the services transferred to it. It must immediately inform Heidelberg of any circumstances that could result in claims against commissioned companies. The responsibility for asserting claims of this type falls to Heidelberg.

(2) The Contractor is not allowed to enter into obligations with effect for Heidelberg.

Section 11 Warranty

The Contractor shall grant a warranty for defects in the performed services and products in accordance with statutory provisions. The statutory limitation periods apply.

Section 12 Liability / Insurance / Minimum Wage

(1) The Contractor is liable under the statutory provisions. The Contractor is liable for all damage to Heidelberg for which the Contractor, its personnel, and other third parties employed by it within the scope of the project are to blame. Furthermore, the Contractor shall indemnify Heidelberg of any costs that Heidelberg incurs as a result of the fact that claims are asserted against Heidelberg for damages caused by its delivery objects or performed services, the cause of which is to be attributed to the scope of responsibility of the Contractor.

(2) The Contractor undertakes to take out insurance corresponding to the scope and risk of the service (with a machinery clause if this is required for the relevant delivery or service), to maintain it for the duration of the service performance, and to furnish evidence of the insurance coverage at Heidelberg's request.

The Contractor is obligated to immediately inform Heidelberg in writing if the insurance coverage no longer exists or the coverage amount changes, regardless of reason, but particularly the expiration of the contract without the conclusion of a succeeding contract.

(3) The Contractor warrants that it will comply with the provisions of the law regulating a general minimum wage (MiLoG) in the fulfillment of the contract, and in particular that it pays the minimum wage in due time. In addition, it shall ensure that in the case of the engagement of subcontractors, it will not employ any subcontractors that do not pay the minimum wage or do not pay the minimum wage in due time, and will not permit a subcontractor to perform work if they do not do so. The Contractor fully indemnifies Heidelberg against liability under Section 13 MiLoG in conjunction with Section 14 of the Arbeitnehmer-Entsendegesetz (German Employee Secondment Act). If subcontractors are engaged, the Contractor undertakes to ensure that the subcontractors also fully indemnify Heidelberg.

Section 13 Termination

- (1) If an existing master agreement ends during service performance under an individual contract, its provisions shall continue to apply as regulations of the individual contract until the full conclusion of the services.
- (2) Heidelberg can terminate the contract ordinarily at any time until the completion of the work or the full performance of the services. In such a case, it must remunerate the performed services and expenses of the Contractor up to the time of termination / a portion corresponding to its services up to the time of termination. The right to extraordinary termination for good cause is not affected by this.
- (3) If Heidelberg terminates the contract for good cause, it is only required to remunerate the services and expenses of the Contractor up to the time of termination if these are useful to Heidelberg and their exploitation is reasonable and of interest. This is without prejudice to claims by Heidelberg for compensation of damage.
- (4) If the Contractor justifiably terminates for good cause, it can demand the agreed remuneration. However, it must take into account what it saves in expenses as a result of the cancellation of the contract or what it acquires or maliciously refrains from acquiring through other use of its labor.
- (5) Any termination requires written form.
- (6) In the event of an early termination of the contractual relationship, the claims of the contractual parties arising from Sections 7, 8, and 9 shall remain unaffected.

Section 14 Assignment, Offsetting

- (1) With the exception of pecuniary claims, the assignment of the rights of the Contractor arising from the contract without the prior written consent of Heidelberg is not permitted.
- (2) Offsetting or exercise of the right of retention by the customer is permitted only with undisputed, acknowledged, or legally enforceable claims.
- (3) The Contractor must notify Heidelberg immediately in writing of any transfer of the contract by operation of law and of any change in the Contractor's company.

Section 15 Hazardous Substances

If the use of hazardous substances is required for the performance of the contractually owed service, the Contractor warrants that it possesses the necessary and specific technical knowledge and experience in dealing with hazardous substances. The Contractor shall familiarize itself with the sources of hazards and the specific code of conduct of Heidelberg and make its employees aware of its content before work begins. The Contractor undertakes to provide Heidelberg with a list of the hazardous substances to be used before work begins and to satisfy the requirements of the Gefahrstoffverordnung (Ordinance on Hazardous Substances) in its relevant applicable version.

Section 16 Compliance

- (1) The Contractor undertakes to comply with the standards set forth in the latest version of the code of conduct for business partners of Heidelberg ("Code of Conduct"), available at www.heidelberg.com/Compliance.
- (2) The Contractor undertakes to take all necessary and appropriate measures to prevent corruption, ensure fair competition and prevent crimes in this context.
- (3) The Contractor undertakes to pass on the Code of Conduct to its employees, subcontractors and third parties used in connection with the performance of the contractual obligations and to use its best efforts to oblige them accordingly and to regularly verify compliance with the obligations.

Section 17 IT Security

- (1) If and to the extent that access to the Heidelberg premises and/or IT systems is necessary for the provision of the service, the Contractor shall comply with the applicable regulations of Heidelberg.
- (2) The Contractor shall inform Heidelberg immediately in text form if it becomes aware of or has reasonable grounds to suspect information security breaches (including breaches of personal data protection) or other tampering with the processing sequence affecting Heidelberg data and services and shall immediately – in coordination with Heidelberg – take all necessary steps to clarify the facts and to limit the damage.
- (3) The Contractor shall take appropriate technical and organizational measures to protect the services, in particular the Heidelberg data processed with them. Heidelberg may demand appropriate, regular written proof (in particular by means of suitable certificates, such as ISO 27001) of the implementation of and compliance with these measures. If there is cause for doubt, the Contractor will also allow Heidelberg to visit the site and will provide the required information.
- (4) If the Contractor employs third parties to provide the service in compliance with the contract, the Contractor undertakes to commit the third party or parties to comply with the provisions of this Section 11.

Section 18 Quality

The Contractor shall implement and maintain effective quality assurance and provide Heidelberg with evidence of this upon request. For this purpose, the Contractor shall use a quality assurance system with the elements of ISO 9000 ff. or equivalent. Heidelberg is entitled to inspect the Contractor's quality assurance system itself or through third parties commissioned by Heidelberg after giving notice.

Section 19 Data Protection

- (1) If Heidelberg provides the Contractor with personal data of its employees (hereinafter referred to as "Personal Data") in the course of implementing the contract or if the Contractor obtains knowledge of this Personal Data in any other way, the following provisions shall apply:
- (2) Personal data disclosed in the aforementioned manner and not processed on behalf of Heidelberg may be processed by the Contractor solely for the purpose of processing the contract and may not – except where permitted by law – be processed in any other way. In particular, the Personal Data must not be disclosed to third parties and/or analyzed for the Contractor's own purposes and/or used to create profiles.
- (3) The Contractor may further process the Personal Data, in particular pass it on to its group companies for the performance of the relevant contract, to the extent permitted by law.
- (4) The Contractor shall ensure that the Personal Data is made accessible only to those employees of the Contractor who are deployed for the performance of the relevant contract and also only to the extent required for the performance of this contract (need-to-know principle). The Contractor shall design its internal organization in such a way that it meets the requirements of the applicable data protection law, and in particular shall take technical and organizational measures to adequately protect the Personal Data against misuse and loss.
- (5) The Contractor shall not acquire any rights to the Personal Data and shall be obliged to correct, delete and/or restrict the processing of the Personal Data at any time under the statutory conditions. Rights of retention with regard to Personal Data are excluded.
- (6) In addition to its legal obligations, the Contractor shall notify Heidelberg without delay, at the latest within 24 hours, of any breach of the protection of Personal Data, in particular in the event of loss. Upon termination of the relevant contract, the Contractor shall delete the Personal Data, including any copies made, in accordance with the statutory requirements.

Section 20 Place of Performance, Venue, and Applicable Law

- (1) For all contractual obligations of the Contractor, the place of performance shall be the place of the shipping address in the case of delivery of goods, and the place of performance in the case of provision of services.
- (2) In the case of contracts with businesspeople and also with legal entities under public law or special funds under public law, Heidelberg is agreed as the exclusive venue.
- (3) The substantive law of the Federal Republic of Germany shall apply exclusively, to the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 ("CISG") and (ii) the conflict of laws rules applicable in Germany.

Section 21 Subsidiary Agreements, Partial Unenforceability

- (1) Amendments/additions to contracts concluded within the scope of these terms and conditions of business, as well as the annulment thereof, must be made in writing. This written form requirement can be waived only in writing. There are no verbal subsidiary agreements or assurances. The use of a simple electronic signature by a certified signature provider (such as DocuSign, Adobe Sign, etc.) fulfills the written form requirement agreed between the contractual parties.
- (2) If any provision of a contract is or becomes invalid in whole or in part, this will not affect the validity of the remaining provisions.