



SPECIAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF CONSTRUCTION SERVICES

Special Terms and Conditions Taking Precedence over the General Terms and Conditions of Purchase of Lufthansa Group

1. Contractual Basis

These Special Terms and Conditions for the Procurement of Construction Services ("AVB_Bau") shall take precedence over the General Terms and Conditions of Purchase of the Lufthansa Group, version dated 09/2025 ("GCP", available at <https://www.lufthansagroup.com/en/suppliers.html>).

They contain specific provisions applicable when Deutsche Lufthansa Aktiengesellschaft ("DLH") or another company affiliated with DLH pursuant to Sections 15 et. seq. AktG ("Group Company") (DLH/Group Company hereinafter referred to as "Client" or "CL") procures construction services from the Contractor (hereinafter referred to as the "Contractor" or "CT"). The components of this contractual relationship, in the order of precedence and – in the event of contradictions – hierarchical ranking, are as follows:

- a. the Client's order letter including annexes or, if the Client waives the issuance of a separate order letter, the purchase order with order number including annexes;
- b. these AVB_Bau;
- c. the GCP;
- d. the provisions of the VOB/B (German Construction Contract Procedures – Part B) in the version applicable at the time of contract conclusion;
- e. the provisions of the VOB/C (German Construction Contract Procedures – Part C) in the version applicable at the time of contract conclusion;
- f. the generally accepted rules of technology at the time of acceptance, the applicable version of the Energy Saving Ordinance (EnEV), the European standards (EN and Eurocodes), as well as the standards of the German Institute for

Standardization (DIN), and furthermore the regulations of VDE, VDI, VDS, and TÜV/DEKRA, in particular all relevant maintenance and servicing guidelines;

- g. the Regulations for external companies regarding occupational safety of employees working on the premises of the Lufthansa Group, available at <https://www.lufthansagroup.com/en/suppliers.html>, under "Regulations for external companies regarding occupational safety of employees";
- h. aviation security requirements applicable to the designated security area at the respective airport location where the service is performed;
- i. the applicable airport usage regulations (e.g., for Frankfurt Airport, the current version available at <http://www.fraport.de>, for Munich Airport at <http://www.munich-airport.de>, for Hamburg Airport at <http://www.hamburg-airport.de>);
- j. the relevant regulations of the building supervisory authorities, the trade supervisory office, and the professional association, as well as accident prevention regulations, in particular the Workplace Ordinance in conjunction with the Workplace Guidelines and the Construction Site Ordinance;
- k. all manufacturer specifications and instructions for the materials and components to be used;
- l. the provisions of the German Civil Code (BGB), in particular the provisions on contracts for work and services under §§ 631 et seq. BGB and construction contracts under §§ 650a et seq. BGB.

2. Performance Obligations of the Contractor

- 2.1 The Contractor owes a diligent and expert performance that complies with the generally accepted rules of technology at the time of acceptance, the principle of



economic efficiency, and all legal, in particular public law, provisions and permits. Incompleteness, ambiguity, and contradictions shall be resolved in such a way that a functional performance in accordance with the other provisions of the respective contract is owed.

- 2.2 If hazardous waste within the meaning of the Waste Documentation Ordinance arises, it must be disposed of via the general waste disposal contractor commissioned by the Client at the location. The responsible party for monitoring and the contact person for the Contractor is the Client's designated environmental protection officer. The name and contact details of the officer can be obtained from the respective project manager. If there is any doubt regarding the hazardous nature of waste, the designated environmental protection officer must be contacted for proper classification.
- 2.3 The performance obligations of the Contractor are not diminished by the Client's expertise. The selection and deployment of the necessary personnel to fulfill the obligations and services under this contract is the sole responsibility of the Contractor. The Contractor shall deploy a sufficient number of qualified employees to fulfill its obligations.
- 2.4 Prior to submitting an offer, the Contractor has thoroughly informed itself about the nature and scope of the work, the site conditions, access routes, and storage possibilities. Furthermore, the Contractor has responsibly reviewed all documents and plans forming the basis of its assignment and assumes responsibility for them. The Client is not liable for any errors in these documents and plans, and such errors shall not be attributed to the Client as contributory negligence, unless the Contractor raises concerns without delay that the Client fails to resolve. This also applies to documents and plans that may subsequently be provided by the Client. These must be reviewed by the Contractor within the scope of its responsibilities.
- 2.5 The Contractor must ensure in a timely manner that there are no legal obstacles or concerns preventing the performance of its services and must notify the Client of such obstacles or concerns without delay, at least in text form in accordance with § 126b BGB.
- 2.6 The Contractor is obligated to provide technical supervision (site manager, assembly supervisor, team lead) appropriate to the nature and scope of the construction project for the entire duration of its activities on the construction site. The site manager responsible or their representative must be present on the construction site at all times during regular working hours. Outside of regular working hours, they must be reachable by telephone. The Client is entitled to request the replacement of individual members of the technical supervision team if there is a valid reason for doing so.
- The Contractor must request all information, plans, and other documents necessary for the performance of its services from the Client or third parties in a timely manner so that the project schedule is not impaired and all contractual deadlines can be reliably met.
- 2.7 The Contractor is obligated to coordinate all matters necessary for the performance of its services with the Client, the construction and project management, its subcontractors, specialist planners, authorities, structural engineers, utility companies, neighbors, and all other parties involved, to the extent required for the success of its performance.
- 2.8 The Contractor is responsible for all measures to secure the construction site within the scope of its construction services, including the necessary measures to secure and maintain construction site and adjacent public traffic safety, required barriers, traffic regulations, signage, and lighting. Furthermore, the Contractor is obligated to assume all obligations arising from the Construction Site Ordinance in its current version and to indemnify the Client from such obligations to the extent necessary and appropriate for the performance of the contractually owed services.
- The Contractor is required to comply with the instructions of the Safety and Health Coordinator (SiGeKo) in accordance with the Construction Site Ordinance – if the appointment of such a coordinator is required or has been made for the construction project – to involve and report to them. The Contractor is solely responsible for the safety of its work equipment such as tools, spare parts, delivered components, etc. It must independently ensure the prevention of hazards on the construction site and for its own employees and those working on its behalf, in accordance with the relevant accident prevention regulations of the Professional Association of the Construction Industry ("Berufsgenossenschaft der Bauwirtschaft", BG Bau), as well as provide adequate theft protection.
- 2.9 The Contractor is also responsible for obtaining all necessary expert reports and inspections, as well as for procuring defect-free acceptance and inspection certificates (e.g., from construction authorities, TÜV/DEKRA, etc.) related to the construction project and its intended use, including the assumption of any associated costs, unless expressly agreed otherwise in this contract or its components.
- 2.10 The Contractor is obligated to prepare daily construction reports and submit them to the Client upon request. These reports must include all information relevant to contract execution and billing, such as construction progress, weather conditions, number and type of workers on site, number and scope of large equipment used, start and end times of major activities (e.g., concrete pouring times), acceptances, work interruptions with reasons, accidents, official orders, and other special occurrences. Regular construction meetings will also be held between the contracting parties.
- 2.11 The contracting parties agree that samples will be provided for all components, materials, and substances to be installed by the Contractor. All samples must be submitted in a timely manner so that, considering a standard review period of three weeks, no delays in construction execution occur for the Client. Sampling



must generally include several cost-neutral variants (at least three options).

2.12 The Contractor must carry out a final construction cleaning (fine cleaning) of the services it has performed.

2.13 The Contractor declares that it complies with its obligations toward the following authorities and institutions and can provide the Client with the following documents upon request:

- a. Current clearance certificate from the competent tax office (not older than three months);
- b. Current clearance certificate from the social security institution, including copies of social security cards and, if applicable, work permits for its employees and those of its agents;
- c. Current clearance certificate from the health insurance providers (not older than three months);
- d. Current clearance certificate from the employers' liability insurance association (not older than three months);
- e. Uncertified extract from the commercial register (not older than one month).

The Contractor further declares that it will obligate its subcontractors to comply with the aforementioned requirements.

2.14 The place of performance and fulfillment for all services of the Contractor is the location of the construction project.

3. Remuneration

3.1 The assignment is based on unit prices unless the contracting parties agree on a lump-sum remuneration. The agreed unit prices include all internal and external costs incurred by the Contractor in the course of providing its services.

3.2 The agreed prices are fixed prices for the duration of the construction period. Increases in wages and material prices, as well as increases in social security contributions or other costs (taxes, operating materials, etc.), are expressly excluded and are deemed to be covered by the agreed unit prices, unless otherwise agreed or in the event of a case under § 313 BGB.

3.3 No adjustment of unit prices shall be made in the event of an overrun or underrun of the preliminary quantities specified in the contractual documents. § 2 subsec. 3 VOB/B shall not apply to either contracting party.

3.4 Agreed discounts apply to all remuneration claims, including claims for additional compensation. It is clarified that other discounts –e.g., cash discounts – also apply to additional agreements.

If the Client is liable for VAT to the tax authorities, for example under § 13b of the German VAT Act (UStG), the Contractor shall not be entitled to payment of VAT; in such cases, the VAT must be paid by the Client directly to the competent tax authority.

3.5 If the Contractor believes it is entitled to additional claims, such claims shall be governed by Section 4. Surcharges for work on Saturdays, Sundays, public holidays, and overtime will only be reimbursed if the underlying work was expressly and in writing ordered by the Client.

4. Modification of Scope of Services

4.1 If the Client requests changes to the agreed work result or changes necessary to achieve the agreed work result (hereinafter: "Changes"), the Contractor must promptly submit a written, verifiable offer to the Client regarding the additional or reduced remuneration. This also applies if the preparation of the offer requires planning services, provided that such services are reasonable for the Contractor, for example, because the Contractor's business is equipped to provide such planning services. The Contractor must present its price calculations for these prices, including a breakdown of unit prices (time estimates and all partial cost components), and provide the necessary information. This also applies to subcontractor services.

4.2 In the event of a change to the agreed work result, the Contractor is only required to submit an offer if the execution of the change is reasonable for it. If the Contractor claims internal reasons as grounds for the unreasonableness, it bears the burden of proof.

4.3 The parties shall seek mutual agreement on the change and the corresponding additional or reduced remuneration. If no agreement is reached, the Client may order the execution of the change. Such an order should generally be issued only after 30 days from the receipt of the change request by the Contractor. However, the Contractor must comply with an order from the Client before the expiration of 30 days in the following cases:

- a. In case of imminent danger;
- b. Order of a construction stop;
- c. If, based on the specific circumstances, it can be assumed that an agreement on the service to be performed and its remuneration has been reached or has definitively failed;
- d. If the Client's interest in the immediate execution of the ordered service clearly outweighs the Contractor's interest in a prior agreement on remuneration;
- e. If the change is minor and affects only an insignificant part of the overall contracted service and its impact on the contractual remuneration can be easily determined.

4.4 If the Contractor performs a changed and/or additional service without a written supplementary agreement or without an order from the Client, claims for additional remuneration and extensions of construction time are excluded. This does not apply if the Contractor acted to avert imminent danger or if the changed and/or additional service was obviously necessary to properly fulfill the contractual construction obligation, a written



notice was given before execution, and the Client did not respond within a reasonable period. The provisions on management without mandate under §§ 677 et seq. BGB remain unaffected. Claims based on unjust enrichment are also not excluded.

- 4.5 The amount of the remuneration claim for the increased or decreased effort resulting from an order by the Client under Section 4.3 shall be determined based on the actual necessary costs with reasonable surcharges for general business expenses, risk, and profit.

5. Hourly Work

- 5.1 For agreed hourly work, the Contractor must submit daily time sheets in duplicate to the responsible site manager of the Client. These must include, in addition to the information required under § 15 subsec. 3 VOB/B, the following details:

- a. Date;
- b. Designation of the construction site;
- c. Exact location of the work within the construction site;
- d. Type of work;
- e. Names of workers and their professional, wage, or salary group;
- f. Hours worked per worker, broken down if applicable into overtime, night work, Sunday and holiday work, and any burdens not included in the billing rate;
- g. Equipment specifications.

- 5.2 The signing of time sheets does not constitute acknowledgment by the Client of the services listed therein. The Client reserves the right to verify whether the services were actually performed and whether they qualify as hourly or contractual work. The provisions of § 15 subsec. 3 sentences 3–5 VOB/B do not apply.

6. Payment Terms

- 6.1 The Contractor is entitled to issue interim invoices designated as “partial invoices.” The designation “partial invoice” is for internal accounting purposes only and does not affect the legal nature of the invoice as an interim invoice under § 632a BGB or § 16 subsec. 1 VOB/B. These interim invoices must clearly and comprehensibly account for the services rendered and invoiced to the Client. The invoices must indicate which services were performed by the Contractor at the time of invoicing. VAT must be shown separately.
- 6.2 Upon completion of the services, submission of documentation, and acceptance, the Contractor is entitled and obligated to submit a verifiable final invoice within four weeks. With the final invoice, the Contractor must also submit all work results and other documents necessary for the verification of the final invoice. Payments already made must be listed in the final invoice, indicating the respective services for which they were made.

- 6.3 The claim for final payment becomes due promptly after verification and approval, but no later than 30 days after receipt of the verifiable final invoice. The final invoice is deemed verifiable if the Client does not raise justified objections to its verifiability within 30 days of receipt.

- 6.4 In the event of an overpayment, the Contractor must return the excess amount received and any actual benefits derived from that amount, excluding the VAT portion, from the time of receipt. The Contractor may not invoke the loss of enrichment under § 818 subsec. 3 BGB.

- 6.5 The Client is not obligated to pay interest on security retentions or to deposit them into a blocked account.

7. Billing Provisions

Unless otherwise agreed by the contracting parties, the Client may choose whether billing is done via PDF or paper invoice. Additionally, the provisions of the supplier manual apply, available at <https://www.lufthansagroup.com/en/suppliers.html>, under “Invoice Processing & Formal Requirements”.

7.1 Invoice Content

Invoice data must include the project name, order number, and order date as references. The invoice line items must reference the order item numbers, include a description of the service, quantity, and unit and item price, unless a lump-sum price has been agreed.

In the case of a billable partial service, the invoice must include a corresponding note (interim invoice).

8. Contractual Penalty

The parties have agreed on binding deadlines for the construction work (contractual deadlines) within the meaning of § 5 subsec. 1 VOB/B. These deadlines are specified in the order letter and are decisive for the contractual penalty in the event of culpable exceeding of the completion date or individual interim deadlines.

8.1 Contractual Penalty – Completion Date

If the Contractor is in default with the agreed completion date, it is obligated to pay a contractual penalty of 0,2% of the net contract sum for each commenced business day of culpable delay, but not exceeding 5% of the net contract sum.

8.2 Contractual Penalty – Interim Deadlines

If the Contractor is in default with one or more agreed interim deadlines that have been designated as contractual deadlines, it is obligated to pay a contractual penalty of 0,2% of the proportional net contract sum for the construction progress owed up to the affected interim deadline(s) for each commenced business day of culpable delay, but not exceeding 5% of that proportional net contract sum.

8.3 No Accumulation

There shall be no accumulation of individual contractual penalties. If multiple contractual deadlines (completion date and one or more interim deadlines) are culpably



exceeded, any contractual penalty incurred for one or more preceding interim deadlines shall be credited against any subsequently incurred contractual penalty. The total contractual penalty is therefore limited to a maximum of 5% of the net contract sum.

8.4 Claims for Damages

The Client's claims for damages due to culpable exceeding of the completion date or one or more interim deadlines remain unaffected in addition to the contractual penalty. Any contractual penalty incurred shall be credited against such claims for damages.

8.5 Changes to Contractual Deadlines After Contract Conclusion

If contractual deadlines are postponed – without a fundamental reorganization of the construction process or the overall schedule – e.g., due to obstructions or interruptions pursuant to § 6 VOB/B or because the parties mutually agree on one or more new contractual deadlines, the above contractual penalty provisions shall also apply to the new completion date and/or new interim deadlines, without requiring an express agreement between the parties.

8.6 Reservation of Contractual Penalty

The contractual penalty does not need to be reserved at the time of acceptance. It may still be asserted up to the final payment and, in particular, may be deducted from the final payment.

8.7 Change in Net Contract Sum

If and as soon as the actual total or partial net contract sum (for any reason) increases or decreases, the adjusted net contract sum shall serve as the basis for calculating the percentage-based contractual penalties pursuant to Sections 8.1 and 8.2 above.

9. Use of Subcontractors

9.1 The Contractor is generally required to perform the work using its own resources. With the Client's written consent, the Contractor may subcontract the work. Consent is not required for services that the Contractor's business is not equipped to perform. If the Contractor performs services without the Client's written consent, despite being equipped to do so, the Client may set a reasonable deadline for the Contractor to commence the work using its own resources and declare that it will terminate the contract if the deadline passes without result.

9.2 If, during the term of the contract, the Client identifies reasons that make it unlikely that the subcontractor will reliably fulfill the contractual obligations, the Client may require the Contractor to replace the subcontractor.

9.3 The Contractor shall ensure that the obligations set forth in these AVB_Bau are also observed by its subcontractors.

10. Acceptance of the Contractor's Services

10.1 Upon completion of all services by the Contractor, a formal acceptance shall take place in accordance with § 12 subsec. 1 and 4 VOB/B.

10.2 An acceptance protocol shall be jointly prepared by both contracting parties, recording their findings and declarations.

10.3 Acceptance based on a completion notice from the Contractor is expressly excluded. Furthermore, the acceptance provisions under § 12 subsec. 5 VOB/B and all other forms of implied or constructive acceptance are excluded, except for the deemed acceptance under § 640 subsec. 2 BGB.

10.4 Partial acceptances are excluded unless expressly agreed otherwise by the parties.

10.5 Partial services that are no longer visible or accessible before acceptance, within the meaning of § 4 subsec. 10 VOB/B, must be reported to the Client in writing at least 15 business days before their respective completion. Upon written request by either party, these must be jointly inspected no later than the reported completion date. A written protocol must be prepared. This status determination does not trigger the legal effects of a formal acceptance.

10.6 The Contractor must notify the Client in writing of the readiness for acceptance and formally request acceptance.

10.7 The Client is entitled to refuse acceptance in the presence of significant defects. A significant defect within the meaning of § 12 subsec. 3 VOB/B or § 640 BGB also exists if a number of individual defects, which are not significant on their own, result in potential rectification costs (net) that equal or exceed 3% of the total value invoiced by the Contractor up to the time of acceptance.

10.8 Incomplete or improperly submitted documentation or revision documents entitle the Client to refuse acceptance if such deficiencies make the use of the Contractor's services impossible or significantly more difficult, or if commissioning poses a risk of damage.

10.9 The Client reserves the right to conduct a site inspection with the Contractor prior to formal acceptance under § 12 VOB/B to verify compliance of the services with the agreed specifications and the generally accepted rules of technology (technical pre-acceptance).

10.10 For all building services systems whose unrestricted functionality can only be verified during continuous operation, a subsequent acceptance must be conducted if the system has operated without defects for two months under normal conditions after commissioning. The burden of proof for the defect-free condition of the system remains with the Contractor until the subsequent acceptance.

10.11 The Client may also request an inspection of the relevant services with the Contractor before the expiration of any warranty period, typically within six



months prior to the end of the warranty. The Contractor shall bear its own costs for this inspection.

11. Claims for Defects / Limitation Period

- 11.1 The Client's claims for defects are governed by the provisions of the VOB/B, unless otherwise stipulated below.
- 11.2 Notwithstanding the provisions of the VOB/B, the limitation period for claims for defects for all deliveries and services shall be five years from the date of acceptance.
- 11.3 The Contractor undertakes to immediately remedy any defects that arise during the construction period as soon as it becomes aware of them, and at the latest upon request by the Client. The Client may also have defects remedied at the Contractor's expense prior to acceptance if a contractual deadline has been set for the defective partial service and the Contractor fails to comply with a reasonable deadline set by the Client for rectification. A (partial) termination is not required. The Client also reserves the right to proceed under § 4 subsec. 7 in conjunction with § 8 subsec. 3, including by way of partial termination pursuant to § 648a subsec. 2 BGB, provided the defect is not insignificant and additional circumstances arise that make continuation of the contract unreasonable for the Client.
- 11.4 The Contractor may not claim that its services were not or insufficiently supervised by the Client. The Contractor's liability is not excluded or limited by the fact that work results submitted by the Contractor were reviewed or approved by the Client or a third party.

12. Termination

- 12.1 Termination of the contractual relationship is generally governed by §§ 8 and 9 VOB/B or the relevant provisions of §§ 648 and 648a BGB.
- 12.2 In addition to the grounds for termination specified in § 8 VOB/B, the Client is entitled to terminate the contract for good cause, particularly if:
 - a. continuation of the contractual relationship is unreasonable for the Client because the Contractor endangers the purpose of the contract, definitively refuses performance without justification, has delivered partial services with serious defects, or has otherwise committed breaches of contract of such severity that the Client's confidence in the Contractor's ability and willingness to perform is permanently impaired;
 - b. the Contractor offers, promises, or grants a benefit to persons involved on the Client's side in the preparation, conclusion, or execution of the contract – or to persons close to them – in return for preferential treatment in the award of construction services. Acts by persons authorized, commissioned, or acting on behalf of the Contractor are deemed equivalent. It is irrelevant whether such benefits are offered or promised directly to the persons or to a third party in their interest;

- c. the Contractor breaches the obligations set out in Section 19;
 - d. the Contractor breaches the obligations in Sections 10, 11, 14, or 15 of the General Terms and Conditions of Purchase of the Lufthansa Group;
 - e. the Contractor fails to take out the liability insurance pursuant to Section 13, or if such insurance lapses before acceptance of the services by the Client, or if the Contractor fails to provide proof of the agreed insurance coverage or its continuation after a grace period set by the Client.
- 12.3 If the Client is entitled to terminate the Contractor's services, it may partially terminate a separable part of the owed work in accordance with § 648a subsec. 2 BGB instead of the entire performance or a self-contained part thereof.
 - 12.4 In the event of termination or any other form of contract cessation, the Contractor must complete its services in such a way that the Client can take over the work without difficulty and arrange for its continuation by a third party. The contracting parties shall jointly determine the status of performance achieved in a joint measurement. Billing for the services actually performed up to the receipt of the termination shall be based on the joint measurement (cf. § 648a subsec. 4 BGB).
 - 12.5 If a party terminates the contract for good cause, the Contractor is only entitled to remuneration for the part of the work performed up to the termination. The right to claim damages is not excluded by the termination.
 - 12.6 All terminations must be made in writing.

13. Liability, Insurance

- 13.1 Risk allocation is governed by § 644 BGB. § 7 VOB/B is excluded.
- 13.2 The Contractor declares that it has taken out a business liability insurance policy covering all risks arising from the performance of the contract and the specific nature of the construction site, with the following coverage amounts (each limited to twice the amount per insurance year):
 - a. Personal injury: 2.500.000,00 EUR;
 - b. Property and financial losses: 2.500.000,00 EUR.This insurance must be maintained until the handover and completion of the construction project. The Contractor must provide proof of compliance with this obligation. If the Contractor fails to provide proof of the agreed insurance coverage within two weeks of a written request by the Client, the Client is entitled to terminate the contract for good cause in accordance with Section 12.
- 13.3 The Contractor is obligated to promptly notify the Client in writing if and to what extent the insurance coverage in the agreed amount no longer exists or is in question.



14. Securities

14.1 Performance Security

14.1.1 The Contractor shall provide the Client with security in the amount of 10% of the contract sum agreed upon at the time of contract conclusion, plus the applicable statutory VAT, to ensure the proper and timely fulfillment of its obligations under the contract (including any future agreed or ordered changes within the meaning of Section 4 or other future amendments or supplements to the contract).

The performance security particularly covers:

- a. all claims of the Client against the Contractor arising from this contract, such as proper performance, claims based on unjust enrichment, management without mandate;
- b. claims for damages (including damages in lieu of performance, due to breach of duty, or due to culpa in contrahendo, limited to the interest in performance);
- c. claims for defects, if such defects exist or arise prior to acceptance;
- d. reimbursement of overpayments including interest;
- e. indemnification and recourse claims of the Client due to third-party claims, insofar as these are attributable to a breach of duty by the Contractor or its subcontractors in the performance of the contract. This includes, for example, securing against claims due to non-payment of minimum wages (§ 14 AEntG), non-payment of contributions to the holiday fund (§ 14 AEntG), or non-payment of social security contributions (§ 28e subsec. 3a-f SGB IV), as well as violations of the Minimum Wage Act (MiLoG);
- f. claims arising from contractual penalties.

If the Contractor fails to provide the performance security within two weeks of contract conclusion, either by deposit or by submitting a guarantee in accordance with Section 14.1.3, the Client is entitled to withhold due interim payments – if necessary, in full – until the agreed security amount is reached. The Contractor may replace the withholding by providing a deposit or a guarantee in accordance with Section 14.1.3.

14.1.2 If the remuneration increases by more than 10% due to an agreed or ordered change within the meaning of Section 4 or due to other amendments or supplements to the contract, the Contractor must provide an additional security in the amount of 10% of the additional remuneration with the next interim payment, so that the total performance security amounts to 10% of the increased total contract sum plus the applicable statutory VAT.

If the Contractor fails to provide the additional security either by deposit or by guarantee in accordance with Section 14.1.3, the Client is entitled to withhold due interim payments – if necessary, in full – until the security corresponding to the new total contract sum plus VAT is provided. The Contractor may replace the

withholding by providing a deposit or a guarantee in accordance with Section 14.1.3.

14.1.3 If the security is provided by guarantee, the Contractor may use the Client's standard guarantee template. In any case, the Contractor's guarantee must meet the following requirements in addition to specifying the purpose of the security as per Section 14.1.1.

The guarantee must be issued by a credit institution or credit insurer authorized to conduct banking business in the Federal Republic of Germany and meeting the requirements of a suitable guarantor under § 239 BGB. Group guarantees are excluded. The guarantee document must include the following declarations by the guarantor:

- a. The guarantor assumes an independent, directly enforceable guarantee under German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- b. The guarantor's liability covers the purposes of security specified in Section 14.1.1, including all obligations arising from future agreed or ordered changes within the meaning of Section 4 or other agreed amendments or supplements to the contract.
- c. At the guarantor's discretion, the scope of liability may be limited to obligations arising from changes agreed or ordered up to the issuance of the guarantee.
- d. The defense of prior enforcement under § 771 BGB is waived.
- e. The guarantee is unlimited in time and expires upon return of the guarantee document.
- f. In commercial transactions, the exclusive place of jurisdiction for all liabilities arising from this guarantee and its validity is Frankfurt am Main, unless the dispute concerns non-pecuniary claims assigned to local courts regardless of the value of the matter or if another exclusive jurisdiction applies.
- g. The guarantor may only be held liable under this guarantee for the payment of money.
- h. Deposit of the guaranteed amount is excluded.

14.1.4 If the Contractor wishes to provide the additional security under Section 14.1.2 by guarantee, the following applies:

- a. If the contract sum has increased and the existing guarantee does not already cover all obligations arising from future agreed or ordered changes within the meaning of Section 4 or other future amendments or supplements to the contract, the Contractor must obtain a declaration from the existing guarantor confirming that the existing guarantee also covers obligations from the interim changes, up to the previously guaranteed maximum amount. Additionally, the Contractor must provide a further guarantee in the amount of 10% of the



additional remuneration. This additional guarantee must comply with Section 14.1.3.

- b. If the guarantor has already extended its liability to all obligations arising from future agreed or ordered changes within the meaning of Section 4 or other amendments or supplements to the contract, the Contractor must provide an additional guarantee in the amount of 10% of the additional remuneration. This guarantee must also comply with Section 14.1.3.
- c. As an alternative to a. and b., the Contractor may provide a new guarantee in the amount of 10% of the increased total contract sum, in exchange for the return of the previously issued guarantee. The new guarantee must comply with Section 14.1.3 and cover all obligations under the contract and all obligations arising from the contract stages called up, as well as all changes agreed or ordered up to the issuance of the new guarantee.

14.1.5 The performance security must be returned to the Contractor without delay after acceptance, in exchange for the provision of a security for defect claims in accordance with Section 14.2, provided the performance security has not been utilized. Utilization means that the Client has demanded payment from the guarantor. If, at that time, claims of the Client not covered by the defect security remain outstanding, the Client may retain a corresponding portion of the performance security.

14.2 Security for Defect Claims

14.2.1 Following acceptance, the Contractor shall provide security for the fulfillment of its obligations under this contract (including agreed or ordered changes within the meaning of Section 4 or other future amendments or supplements to the contract) regarding the rectification of defects in the amount of 5% of the final invoice amount plus the applicable statutory VAT, based on the objectively justified amount including supplements (excluding supplements related solely to construction time).

The security for defect claims covers:

- a. the Client's claims for defects present at and/or after acceptance;
- b. the Client's claims for outstanding work reserved at acceptance;
- c. all claims for damages by the Client arising from defects attributable to the Contractor;
- d. the Client's claims for reimbursement of overpayments including interest;
- e. the Client's indemnification and recourse claims due to third-party claims, insofar as these are attributable to defective performance by the Contractor or its subcontractors. This also includes coverage for claims arising from non-payment of the minimum wage.

14.2.2 The security may be provided by retention from the final invoice, deposit, or guarantee. The Contractor may

choose among these forms of security and may replace one form with another.

14.2.3 If the Contractor provides the security for defect claims in the form of a guarantee or replaces a retention with a guarantee, it may use the Client's standard guarantee template. In any case, the Contractor's guarantee must meet the following requirements in addition to specifying the purpose of the security as per Section 14.2.1:

The guarantee must be issued by a credit institution or credit insurer authorized to conduct banking business in the Federal Republic of Germany and meeting the requirements of a suitable guarantor under § 239 BGB. Group guarantees are excluded. The guarantee document must include the following declarations by the guarantor:

- a. The guarantor assumes an independent, directly enforceable guarantee under German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- b. The guarantor's liability covers all purposes of security specified in Section 14.2.1.
- c. The defense of prior enforcement under § 771 BGB is waived.
- d. The guarantee is unlimited in time and expires upon return of the guarantee document.
- e. In commercial transactions, the exclusive place of jurisdiction for all liabilities arising from this guarantee and its validity is Frankfurt am Main, unless the dispute concerns non-pecuniary claims assigned to local courts regardless of the value of the matter or if another exclusive jurisdiction applies.
- f. The guarantor may only be held liable under this guarantee for the payment of money.
- g. Deposit of the guaranteed amount is excluded.

14.2.4 The security for defect claims shall be returned after the expiration of the warranty period, provided it has not been utilized. Utilization means that the Client has demanded payment from the guarantor. If, at that time, defect claims asserted by the Client and covered by the security have not yet been satisfied, the Client may retain a corresponding portion of the security.

14.3 In all other respects, § 17 VOB/B applies. The Contractor particularly has the right to replace one form of security with another.

14.4 The Client is entitled to avert a claim asserted by the Contractor under § 650e BGB by providing alternative security, including an independent bank guarantee, and to replace any notice of priority or mortgage already registered under § 650e BGB with such alternative security (right of substitution and replacement). The Client must be consulted prior to any intended enforcement under § 650e BGB so that it may exercise its right of substitution and replacement.

**15. Exemption under § 48b German Income Tax Act (EStG)**

- 15.1 Unless already submitted with the offer, the Contractor must promptly provide the Client with an exemption certificate from its competent tax office pursuant to § 48b EStG after contract conclusion and, upon expiration of its validity, submit a new certificate without being requested to do so. The Contractor undertakes to immediately notify the Client of any changes made by the competent tax office regarding the submitted exemption certificate.
- 15.2 If the Client does not have a valid exemption certificate, the Contractor is obligated to promptly provide its tax number, the competent tax office, and its bank details to the Client. If no exemption certificate is available or if a submitted certificate is revoked or withdrawn, the Client is entitled to withhold an amount corresponding to the applicable tax.

16. Handover of Documents; Copyrights

- 16.1 All project documents and materials procured or created by the Contractor for the fulfillment of the contract, including all plans or drawings, whether in physical or electronic form, as well as all documents and drawings stored on data carriers, are or shall become the property of the Client without additional compensation. The Contractor shall have no right of retention, even in the event of early termination of the contract, regardless of the reason. Upon proper completion of its services, the Contractor shall promptly hand over all contractual deliverables (documents, plans, drawings, models, etc.) to the Client. If the Contractor's services are protected by copyright, the Contractor's personal copyright rights remain unaffected.
- 16.2 The Client is entitled to use the documents prepared by the Contractor for the execution of the construction project, even if only parts of the services described in the contract are assigned to the Contractor or if the contractual relationship is terminated early for any reason.
- 16.3 The Client may use, modify, distort, and exploit the documents, including data stored on data carriers, for the project covered by the contract without the Contractor's involvement. The same applies to the completed work. The Client is also entitled to continuously modernize the project after its completion and/or adapt it to current requirements in other ways, even if this involves significant changes to the structure, substantial redesign, distortion, or destruction of the building or parts thereof. The Contractor has the right to be heard before any modification of the building that affects its moral rights as the author.
- 16.4 The Client is entitled to transfer these rights to third parties.
- 16.5 The Client has the right to publish the building constructed according to the Contractor's plans. The Contractor has the right to have all documents or models labeled with its name.

- 16.6 The Contractor assures the Client that its services are free from third-party rights and shall indemnify the Client against any claims by third parties for infringement of copyrights, related rights, or other rights. If the Contractor engages third parties to perform contractual services, it guarantees the Client unrestricted usage rights to those services (including any copyright-protected works) and undertakes to enter into appropriate contractual arrangements with those third parties. The transfer of usage rights does not affect the moral rights of the Contractor or its subcontractors.
- 16.7 Any publication about the construction project or individual construction services is only permitted with the Client's prior written consent.
- 16.8 The agreed price includes all claims of the Contractor related to the transfer of copyright usage, exploitation, and modification rights, which are granted without time limitation and are fully compensated.

17. Legal Succession / Contract for the Benefit of Third Parties

- 17.1 The Client is entitled to transfer the rights and obligations under the contractual relationship, in whole or in part, to an affiliated company, a joint venture, a holding company, or a company financing the planning, development, and construction of the project. The Contractor hereby consents to such transfer. The transfer becomes effective on the date the Client notifies the Contractor of the transfer.
- 17.2 The contractual relationship also establishes rights for affiliated companies of the Client that are known to be involved in the execution of the contract (contract for the benefit of third parties).

18. Act to Combat Undeclared Work and Unlawful Employment (SchwarzArbG) / Posted Workers Act (AEntG) / Social Code (SGB)

- 18.1 The Contractor undertakes to comply with the legal provisions for combating illegal employment, the Posted Workers Act, the Temporary Employment Act, the Minimum Wage Act, and the provisions of social security law, particularly regarding the payment of contributions. The Contractor shall pay its employees at least the applicable minimum wage or collectively agreed minimum remuneration and contribute to the joint institutions of the collective bargaining parties. The Contractor shall only engage subcontractors or other third parties who also commit to these obligations.
- 18.2 The Contractor shall maintain continuous records of the employees it and its subcontractors deploy on the construction site. The Contractor shall ensure that all persons working on the site on its behalf or on behalf of its subcontractors carry personal identification and social security cards at all times. The Client reserves the right to conduct inspections. Upon request, the Contractor shall provide the Client with lists and proof



that the relevant social security contributions have been paid.

- 18.3 The Contractor undertakes to indemnify the Client against all claims by its employees, the employees of its subcontractors, and all employees of further downstream subcontractors and any temporary workers and social funds pursuant to § 14 AEntG, § 28e subsec. 3a-f of the SGB IV, and other statutory provisions imposing liability. Any breach of these legal obligations by the Contractor entitles the Client to terminate the contract for good cause without prior notice of termination. The same applies if a subcontractor of the Contractor repeatedly breaches these obligations.

19. Operational and Security Areas / IT Security

- 19.1 Under statutory provisions for security-sensitive areas (Aviation Security Act (LuftSiG)), persons deployed by the Contractor must undergo a security check before starting work and every 24 months thereafter if they enter the airside area of the airport. Subject to successful security clearance, the Client shall provide the Contractor and its employees and agents with all necessary access authorizations to the construction project and the Client's buildings at the airport, as required for the Contractor's performance.
- 19.2 All costs associated with security checks and the issuance of access authorizations shall be borne by the Contractor, unless otherwise agreed. The Client will inform the Contractor of the costs upon request.
- 19.3 Access to the Client's buildings is permitted during regular office hours. In individual cases, the Contractor must coordinate in advance with the respective office operator or user.
- 19.4 The Contractor must comply with the applicable airport usage regulations when performing services on airport premises.
- 19.5 The Client places particular importance on the security of its IT infrastructure and systems and expects its contractors to comply with the IT baseline protection standards developed and regularly updated by the Federal Office for Information Security (BSI), available at www.bsi.de.

20. Advertising

The Contractor may only advertise its business relationship with the Client, such as by including the project in its reference list, with the Client's prior consent, provided at least in text form pursuant to § 126b BGB. The Contractor is not permitted to advertise for itself or third parties on the construction site (including the construction fence) without the Client's consent.