

Addendum to the general purchasing conditions of the Piepenbrock Group for the procurement of materials and services. Last updated 25/07/2018

(Holistic facility management services/technical services)

Last updated: 25/07/2018

Section 1 *Payment terms* supplements section 6 clause 6.4. Section 2 *Liability for personal, financial, and property damage* is an extension of section 14 clause 14.4.

1 Payment terms

The payment period begins no earlier than upon acceptance of the services by us. Partial acceptances are generally not permitted unless agreed upon with us before the start of the order. For orders with a value of EUR 50,000 per individual case or per year for long-term contracts, the Contractor will receive a maximum of 90% of the net order value upon acceptance. A security retention of 10% will be due after the expiration of the limitation periods for claims for defects according to section 10 clause 10.2 of this contract. The Contractor can replace the security retention by providing an unlimited warranty bond from a reputable German bank or insurance company acceptable to us. The security retention will be applied only after prior written notice before the start of the order by us and a confirmation from the Contractor.

We are entitled to withhold due payments until the Contractor has submitted the certificates listed here. They must generally be submitted by the Contractor upon assignment.

- Proof of business registration or a comparable document for the registration of a self-employed business with the competent authority
- A possibly necessary entry in the crafts register
- A copy of a certification according to ISO 9001:2000 ff. or a comparable quality management system
- Copy of the certificate of good standing from the health insurance company, and
- the insurance required according to section 14 clause 14.4 (confirmation of the conclusion of a **liability insurance policy** with the coverage defined in this supplement – see section 2 for details).

Other required documents/proofs depend on the nature of the tasks and will be separately coordinated with us and the Contractor.

The copy of the certificate of good standing from the health insurance company and the insurer's confirmation of the continuation of the liability insurance must be submitted annually by the Contractor.

2 Liability for personal, financial, and property damage

The Contractor is liable for any personal, property, and processing damages that occur while fulfilling the contractual duties under the legal provisions.

The following insurance coverage is required:

EUR 5,000,000.00	for personal and/or property and resulting consequential financial losses (incl. EUR 1.500.000,00 for pure financial losses due to the violation of GDPR regulations)
EUR 1,000,000.00	for activity and processing damages
EUR 250,000.00	for the loss of keys and access cards
EUR 250,000.00	for the loss of guarded items

The conclusion of insurance does not limit the Contractor's liability.

The supplementary contractual conditions are confirmed in all respects.

Place, date

Signature and Contractor company stamp