1 Basis of contract, Conclusion of contract

1.1 heat 11 GmbH & Co. KG (hereinafter referred to as HEAT 11) places all orders for work deliveries and assembly work exclusively on the basis of these "General Terms and Conditions of Purchase for Work Deliveries and Assembly Work". They supplement, as far as applicable, the official, legal and HEAT 11's regulations and requirements. Deviating general or special terms and conditions of the Contractor are only binding for HEAT 11 if HEAT 11 expressly agrees to them in writing. They are also not recognised by the acceptance of the services. These GTCP shall also apply to all future business with the Contractor.

1.2 The submission of offers is free of charge for HEAT 11.

1.3 Only written orders are binding. Verbal agreements require written confirmation by HEAT 11 to be binding.

1.4 The order shall be accepted within a period of 10 days from the date of placement by counter-signature of the order by the Contractor. If no objection is made by the Contractor within this period, the order shall be deemed to have been accepted as binding. If the order is not accepted within six days, HEAT 11 shall be entitled to revoke/cancel the order.

1.5 The Contractor is obliged to fulfill its contractual obligations to HEAT 11 in the best quality, which corresponds to the specifications of the order, the latest state of the art, the relevant legal provisions and regulations/guidelines/standards of authorities, trade associations, trade associations and the like. This applies both to German and European provisions/regulations/guidelines/standards and to those that apply at the place of use of the delivery/service, as well as to the Supply Chain Duty of Care Act *("Lieferkettensorgfaltspflichtengesetz")*. The Contractor shall comply with DIN EN ISO 9001:2015 in its company.

2 Residence permit and work permit

2.1 For assembly and/or commissioning work within Germany, the Contractor undertakes to deploy non-EU nationals only if they have valid residence permits and work permits for the entire period of deployment.

2.2 In the case of assembly work abroad, the Contractor undertakes to deploy only such personnel who have a valid residence permit and work permit for the respective country for the entire period of deployment.

3 Request for execution documents

3.1 The Contractor shall request the execution documents to be delivered by HEAT 11 according to the contract in accordance with the progress of construction or assembly in such a way that all deadlines can be met and handover can take place in good time.

3.2 The Contractor must notify HEAT 11 immediately in writing of any reservations about the ordered type of execution of the delivery/service. In the case of delivery/service according to drawings or plans etc., these, in particular the dimensions, must be checked by the Contractor before execution. Any omissions in this respect shall be borne by the Contractor.

4 Quality

The Contractor shall implement and maintain an effective quality assurance system and provide HEAT 11 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. HEAT 11 is entitled to inspect the quality assurance system of the Contractor itself or through third parties commissioned by HEAT 11 after announcement.

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5 Subcontractors and Joint ventures

5.1 Passing on of services and/or deliveries

The Contractor shall not be entitled to have services and/or deliveries of its contract performed in whole or in part by third parties, in particular subcontractors, without HEAT 11's prior written approval. HEAT 11 will not unreasonably withhold its consent. If the Contractor intends from the outset to use third parties for the performance of the contract, the Contractor shall already inform HEAT 11 of this in its offer. HEAT 11's approval to the subcontracting of services and/or deliveries shall not release the Contractor from its contractual obligations.

HEAT 11 shall be granted access to the subcontractor agreements upon request. HEAT 11 may demand the termination of subcontractor agreements at any time if the subcontractor or subcontractors do not or not duly fulfil their contractual obligations, for example. All costs arising from this shall be borne by the Contractor.

5.2 Joint ventures

In the case of contracts awarded by HEAT 11 to joint ventures, the individual members of a joint venture shall be liable as joint debtors; they shall also be joint creditors.

6 Delivery, Dispatch, Packaging, Transfer of risk, Transfer of ownership

6.1 Unless otherwise agreed, the delivery of goods shall be made "DDP destination (Incoterms®2020)". Unless otherwise agreed, the delivery shall be accompanied by a delivery note in duplicate. The delivery note shall be provided with the order number, article number and supplier number. Packing slips and test certificates in accordance with the agreed specifications and other required documents shall also be enclosed. In all shipping documents and - in the case of packaged goods - on the outer packaging, the order number, gross and net weight, number of packages and type of packaging (disposable / reusable), date of completion as well as destination (unloading point) and consignee and, in the case of projects, the project number shall be listed in full, if known.

6.2 HEAT 11 is not obliged to accept partial or excess deliveries not contractually agreed. The same applies if the goods are delivered before the agreed date. If necessary, HEAT 11 is entitled to return the goods at the expense and risk of the Contractor or to store them at third parties.

7 Completion of the work

7.1 The completion of the work by the Contractor shall be confirmed in writing by the HEAT 11 site management if all services and/or deliveries have been provided in accordance with the contract and in a defect-free function. The Contractor must apply for this confirmation in due time.

7.2 Insofar as a protocol or acceptance certificate or similar is signed by HEAT 11 site management, this shall not affect the Contractor's liability for any undetected, open or concealed defects, nor the

mmencement of the guarantee or liability for defects; the contract alone shall apply in this case.

8 Acceptance, Notices of defects and Liability for performance

8.1 Acceptance

Acceptance of the Contractor's performance and scope of delivery shall take place with the acceptance of the entire system by the Customer of HEAT 11 or by the final purchaser.

8.2 Notices of defects

In view of the special features of the plant business, an inspection and any necessary complaint can only be made after installation and commissioning of the delivery and/or provision of the services. The Contractor shall therefore not invoke delayed notice of defects. The application of § 377 HGB is excluded.

8.3 Liability for performance

The Contractor guarantees that its delivery/service complies with the details of the order, the latest state of the art, the relevant legal provisions and regulations/guidelines/standards of authorities, trade associations, professional associations and the like. This applies both to German and European provisions/regulations/guidelines/standards and to those applicable at the place of use of the delivery/service. In particular, machines, equipment and systems must comply with the special safety regulations in force at the time of performance of the contract and must have a CE mark. Material and test certificates as well as any documents required for official approvals shall be submitted with the delivery/service.

8.4 Furthermore, the Contractor guarantees that its services and/or deliveries do not have any defects that impair use or operation and that they have the properties specified or agreed by the Contractor.

8.5 The guarantee period shall be two years after successful completion of the acceptance of the entire plant for which the services and/or deliveries of the Contractor are intended, at the longest 36 months after complete execution of the service and/or delivery obligations of the Contractor, if the commissioning is delayed for reasons for which HEAT 11 is not responsible. For work on buildings, the warranty period shall always be at least five years. The warranty period for the entire service and/or delivery shall be extended by those periods during which the delivery item or the plant part for which the services and/or deliveries were provided is shut down as a result of defects for which the Contractor is responsible.

8.6 In the event of defects, HEAT 11 is entitled to demand subsequent performance in accordance with the statutory provisions. The choice of the type of supplementary performance lies with HEAT 11. The place of supplementary performance is, at the discretion of HEAT 11, the place of destination or the place of acceptance, if such is provided for by law or agreed by contract, or another place of shipment of the goods, insofar as this was known to the Contractor at the time of conclusion of the contract. The Contractor shall bear the expenses necessary for subsequent performance within the framework of the statutory provisions. The Contractor shall be guided by the operational needs of HEAT 11 in the handling of the supplementary performance. If the supplementary performance has not been carried out within a reasonable period of time, if it has failed or if the setting of a deadline was dispensable, HEAT 11 may assert any further statutory rights in the event of defects.

8.7 Insofar as necessary, the Contractor shall first carry out provisional measures free of charge. The replaced parts shall be made available to the Contractor at the aforementioned location. The remedy of the defects shall include the assumption by the Contractor of all expenses necessary for this purpose. These expenses include in particular transport, customs, travel and labour costs as well as dismantling and installation costs.

8.8 The rectification of defects shall also include the rectification of the causes of the defect. All costs incurred for the discovery of the defect and its causes as well as for the elimination of the causes shall also be borne by the Contractor.

8.9 If the Contractor is in default with the rectification of defects, HEAT 11 shall be entitled to substitute performance at the Contractor's expense. In the event of danger to life and limb, in the event of danger to operational safety, to prevent disproportionately large damage, or if it is only a matter of minor defects, HEAT 11 shall have the right of substitute performance described above even if the preconditions of default are not given.

8.10 The provisions of this clause shall also apply to liability for defects within the scope of subsequent performance. In this case, the period of liability for defects for repaired plant parts or plant parts delivered as replacements shall commence with their commissioning, for repaired or newly provided services and/or deliveries with their complete performance.

8.11 The limitation of time of HEAT 11's rights in respect of defects shall be suspended as long as the Contractor has not rejected HEAT 11's claims in writing after notification of the defect. The defect rights shall become statute-barred within six months after such rejection, however at the earliest with the expiry of the guarantee period extended by any period of suspension.

8.12 In the event of withdrawal from the contract, HEAT 11 shall be entitled to use the services and/or deliveries of the Contractor free of charge until a replacement solution is ready for operation on site, but for a maximum period of two years from the written assertion of the declaration of withdrawal. Within the scope of taking back its services and/or deliveries, the Contractor shall restore the condition that existed previously.

8.13 The Contractor shall indemnify and hold harmless HEAT 11 against all claims asserted against HEAT 11 in accordance with the product liability regulations with regard to the deliveries and/or services provided by the Contractor.

9 Deadline situation, Delays, Contractual penalty

9.1 Deadline situation

If required due to the deadline situation, the Contractor shall increase the deployment of personnel, machines and equipment and increase the working time at the request of the HEAT 11 site management. Material deliveries, if part of the order, are to be accelerated analogously. If the Contractor is responsible for the delay, the additional expenses will not be reimbursed. If HEAT 11 incurs additional expenses due to the use of another company, these shall be borne by the Contractor. If the Contractor is in default and if he allows a reasonable grace period to elapse effectless, HEAT 11 shall be entitled to withdraw from the contract in whole or in part, without prejudice to further claims and rights.

9.2 Delays

If the Contractor recognises that the agreed interim and/or final deadlines cannot be met, the Contractor shall inform HEAT 11 immediately in writing, stating the reasons and the presumed duration of the delay. This shall not change the Contractor's contractual obligations.

9.3 Changes to the delivery item or service require the prior written approval of HEAT 11.

9.4 The Contractor must request the documents required for the execution of the contract from HEAT 11 in good time and check them for completeness and conformity immediately after receipt. The Contractor shall expressly draw HEAT 11's attention to any deviations from HEAT 11's enquiry and additionally offer HEAT 11

alternatives which are technically or economically more favourable in comparison with the enquiry.

9.5 Contractual penalty

In the event of late and/or defective performance of the services and/or deliveries, the Contractor shall pay a contractual penalty of 0.3 % of the price stated in the order per working day of delay, whereby the contractual penalty shall also amount to a maximum of 0.3 % of the price stated in the order per working day in the event that several individual delivery/service deadlines are culpably exceeded. Irrespective of the duration of the exceeding of the deadline as well as the culpable exceeding of several individual delivery/performance dates, the contractual penalty shall be limited to a total of no more than 5 % of the price stated in the order. An individual forfeited contractual penalty can also be made without reservation up to the due date of the final payment of the order for the acceptance of individual parts of the delivery/service or the delayed overall delivery/service. Payment of the contractual penalty does not cancel the obligations to deliver/service in accordance with the contract or to compensate HEAT 11 for the damage incurred which exceeds the contractual penalty. HEAT 11 can effectively demand the contractual penalty within a reasonable period after acceptance of the performance without reserving the right upon acceptance.

9.6 Further rights and claims shall remain unaffected by the contractual penalty. If a higher claim for damages is asserted, the forfeited contractual penalty shall then be asserted as the minimum amount of the claim for damages. The acceptance of a delayed delivery/service does not constitute a waiver of any claims for compensation.

10 Liability and Insurance

10.1 Liability

The Contractor shall be liable in accordance with the statutory provisions, in particular for all damage culpably caused by him or his employees or other third parties within his sphere of risk to HEAT 11, its employees or a third party. If a claim is made against HEAT 11 due to damage in this respect or due to a defect in the delivery/service of the Contractor on the basis of product and/or producer liability (domestic or foreign product liability regulations) or according to other statutory provisions, the Contractor shall indemnify HEAT 11 on first demand against all such claims, in particular the liability resulting from the defect. The Contractor shall also reimburse HEAT 11 for the reasonable costs of a recall action in this respect on the basis of product liability law.

10.2 Liability insurance

The Contractor undertakes to take out and maintain appropriate liability insurance including environmental liability with a lump sum cover of at least EUR 5,000,000.00 for personal injury and property damage. In the event that services are provided or goods are dispatched abroad, it must be ensured that this insurance cover is also available for loss events occurring abroad. The Contractor shall indemnify HEAT 11 against all claims which are made against HEAT 11 but for which the Contractor is liable on the basis of its deliveries and/or services or in connection therewith.

Before commencing work, the Contractor must provide HEAT 11 with proof of the existence of liability insurance through its insurer by submitting a confirmation, valid for the duration of this order, and at the request of HEAT 11.

10.3 Assembly insurance

If the customer of HEAT 11 or the final customer does not take out an assembly insurance policy, HEAT 11 shall generally take out an assembly insurance policy for construction, assembly and commissioning, the conditions of which correspond to the German "Allgemeine Montageversicherungs-Bedingungen" (AMoB) (General Assembly Insurance Conditions) with clauses customary in the industry. In this case, the Contractor's interest with regard to its performance and/or delivery share shall be co-insured with the proviso that a deductible of EUR 5,000.00 per damage event shall be borne by the Contractor. The Contractor can obtain information from HEAT 11 about the existence and scope of cover of the insurance protection available in the individual case.

10.4 Reporting damage

All damage must be reported immediately to HEAT 11 or the HEAT 11 site management in writing.

10.5 HEAT11's liability is limited to damages caused by unlawful intent or gross negligence and to direct damage to property and personal injury. Any further liability on the part of HEAT11 is excluded to the extent permitted by law.

11 Final invoice

Only one final invoice in triplicate shall be issued for the total scope of work. This does not apply to non-contractual work, which is to be invoiced monthly.

The final invoice, provided with the HEAT 11 reference and account assignment numbers, shall be submitted within four weeks after complete completion of all work and marked as such.

12 Prices, Payments

12.1 The price stated in the purchase order is a binding fixed price, insofar as the Contractor does not generally reduce its relevant prices after the purchase order, and is to be understood - plus the respectively applicable statutory value added tax - insofar as not otherwise agreed in the purchase order, including delivery at the place of performance/service as well as including packaging and freight costs (including return of the packaging, insofar as this is requested by HEAT 11) as well as including loading and unloading.

12.2 Basis of payments

Payments shall be made in accordance with the terms of the purchase order letter upon receipt, verification and correctness of the written payment requests or invoices and the respective documentation due within 60 days after receipt of the properly prepared invoice. The invoice must state the cost centre, date and number of the purchase order, item and article numbers, quantity and unit of quantity as well as the shipping address. The payments do not constitute an acknowledgement of the contractual conformity of the services and/or deliveries.

12.3 If HEAT 11 is in default of payment or if payment is deferred, the Customer shall pay annual interest of 8% above the base rate.

12.4 Assignment of claims

The Contractor is not entitled to assign claims arising from this contract to third parties without HEAT 11's prior written consent.

12.5 Offsetting of claims

The Contractor agrees that HEAT 11 may set off its claims against those of the Contractor to which HEAT 11 is entitled from services and/or deliveries or other legal grounds against the Contractor, even if the due dates are different or if cash payment on the one side and payment by instalments or payment by bill of exchange on the other side has been agreed. If applicable, the set-off shall refer to the balance.

12.6 The Contractor shall only be entitled to offset mutual claims arising from this contractual relationship as well as undisputed or legally established claims. The Contractor shall only be entitled to a

right of retention if the claim for which the right of retention is asserted arises from the same contractual relationship.

13 Termination, Suspension, Resignation, Continuation of work, Insolvency

13.1 Termination, Withdrawl

HEAT 11's right to ordinary termination or withdrawal from the contract shall be governed by the statutory provisions, insofar as no provision has been made in the individual contract.

13.2 Each party is entitled to terminate the contract for good cause if the legal requirements for this are met, such as in the case of continuing obligations § 314 BGB or in the case of services under a contract for work and services § 648a BGB. Good cause for termination by HEAT 11 exists in particular if

- the Contractor commits a breach of duty and does not remedy the situation within a reasonable period of time set by HEAT 11 and with the threat of termination or has been warned unsuccessfully and therefore, taking into account all the circumstances of the individual case and weighing up the interests of both parties, the terminating party cannot reasonably be expected to continue the contractual relationship, or
- the relationship of trust is significantly and permanently disturbed due to circumstances occurring after the conclusion of the contract, e.g. due to a violation of criminal law committed in the course of the execution of the contract or the commission of administrative offences by the Contractor or third parties engaged by him for the execution of the contract, and therefore, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue the contractual relationship, or
- if an application is made for the opening of insolvency proceedings against the assets of the seller/supplier (own or third-party application) or if insolvency proceedings are opened. The same shall apply if there is sufficient reason to suspect that the conditions for an application have been met.
- a significant deterioration in the Contractor's assets has occurred which jeopardises the fulfilment of the contract or
- the Contractor does not fulfil his obligation to pay taxes or social security contributions, or
- other circumstances exist which make it unreasonable for HEAT 11 to continue the contract with the Contractor

13.3 In cases of termination for good cause according to section 13.2, the services already demonstrably provided by the Contractor in accordance with the contract up to the time of termination shall be remunerated against submission of the relevant receipts. Payments already made by HEAT 11 shall be credited against the remuneration or shall be refunded in the event of overpayments. Further statutory rights and claims of HEAT 11, in particular for damages, shall remain unaffected.

13.4 If the Contractor has obtained documents, records, plans and drawings from HEAT 11 within the framework of the contractual cooperation or for the purpose of its execution, it shall hand these over to HEAT 11 without delay in the event of termination by a contractual partner. This shall apply accordingly in the event of withdrawal from the contract.

13.5 Termination, Suspension

HEAT 11 may at any time

a) terminate the contract in whole or in part

b) suspend the contract in whole or in part for a certain period,

c) revive the suspended contract by means of a corresponding declaration

In the event of termination, HEAT 11 shall be obliged to reimburse the actual costs, unless the Contractor has given cause for the termination. The calculation of the amounts claimed by the Contractor must be proven by the Contractor.

If HEAT 11 exercises the right to continue the suspended contract, the contractual conditions and calculation bases shall be used as a basis. However, any changes in the circumstances which have occurred in the meantime shall be taken into account in the new determination of the remuneration, dates and terms of payment. All other conditions shall remain unchanged.

13.6 Continuing the work

If the Contractor is responsible for the termination, HEAT 11 may carry out the part of the service and/or scope of delivery not yet completed itself or have it carried out by third parties at the Contractor's expense. For the continuation of the work HEAT 11 can make use of the materials, components and machinery of the Contractor available on the construction site, if necessary against remuneration. This shall also apply in the event of composition or bankruptcy proceedings.

Further claims and rights of HEAT 11 remain unaffected.

13.7 Withdrawl

If the performance and/or delivery is delayed due to cases of force majeure such as war, industrial disputes, official measures pandemics or epidemics, such as Covid-19, HEAT 11 shall be entitled to withdraw from the contract after six months.

13.8 Insolvency

If the Contractor or a third party files an application for the opening of an insolvency proceeding against the Contractor's assets, HEAT 11 may withdraw from the contract without prejudice to other rights and claims. HEAT 11 is entitled to enter into the Contractor's contracts with its suppliers. The same shall apply if the Contractor fails to meet interim deadlines and does not catch up with this delay within a period of grace set by HEAT 11.

14 Confidentiality

14.1 Obligation to maintain confidentiality

The Contractor is obliged to maintain confidentiality. Confidentiality includes without any claim to completeness: HEAT 11, HEAT 11's customer and/or Partner know-how, specifications, drawings, plans, calculations, operating methods and figures, guidelines and contract contents.

Furthermore, the Contractor shall maintain confidentiality vis-à-vis third parties with regard to all operational processes, equipment, facilities, etc. at HEAT 11 and its affiliated companies and the customer of HEAT 11 or the end customer, which become known to it in connection with its activities for HEAT 11, even after submission of the respective offer or completion of the respective order. The Contractor shall impose corresponding obligations on its vicarious agents.

14.2 Use of the documents

The Contractor shall use the documents handed over to it in trust (in each case also hereinafter in embodied and/or electronic form) only in connection with the performance of the contract and shall make it accessible to third parties exclusively within the framework of its performance of the contract for the purposes specified by HEAT 11. The Contractor shall also be responsible for confidentiality by third parties and shall impose corresponding obligations on them.

14.3 Duplications

Duplications of documents may only be made with the express prior written consent of HEAT 11.

14.4 Return of the documents

The documents as well as all copies thereof shall be returned to HEAT 11 in their entirety, including any copies made thereof, after termination of the Contractor's activities for HEAT 11 or shall be destroyed free of charge at HEAT 11's request. Excluded from this are documents or copies thereof which must be retained by the Contractor in accordance with mandatory law.

14.5 Publications

Publications in the press, radio, television etc. must be approved in writing by HEAT 11.

15 Third-party rights, Inventions, Improvements

15.1 Third-party rights,

The Contractor guarantees that the delivery and/or service of the Contractor (including later modifications/extensions, production of spare parts, procurement of accessories and repair, maintenance) and their use in accordance with the contract do not infringe any patent rights, copyrights or other industrial property rights of third parties. Without prejudice to other legal claims, the Contractor shall, irrespective of his fault, indemnify HEAT 11 against all claims of third parties asserted against HEAT 11 for infringement of the above-mentioned property rights, if these are based on a culpable breach of duty by the Contractor. Licence fees, expenses and costs incurred by HEAT 11 for the avoidance and/or elimination of infringements of property rights shall be borne by the Contractor in this case.

HEAT 11 is also entitled to obtain permission to use the services and/or deliveries in question from the entitled party at the expense of the Contractor.

15.2 Inventions, Improvements

"Work results" shall mean all work results of the Contractor arising within the scope of the Contract and work results of third parties if these were consulted by the Contractor for the performance of the Contract in the preparation of work results, as well as all copyright-protected work of the Contractor arising during the performance of the Contract, in particular all plans, drawings, graphics, calculations and other documents.

15.3 The Contractor grants HEAT 11 the right to use the work results in all known media forms, including electronic media, Internet and online media, on all image, sound and data carriers, for the contractually agreed purposes or the purposes stipulated in the contract, without any restrictions in terms of space, content and time and freely transferable and/or sub-licensable to third parties. The purposes stipulated in the contract include in particular the right to process, store in all media and to reproduce. The Contractor shall procure the granting of rights by the third parties which may be necessary for this purpose. HEAT 11 accepts the granting of rights.

15.4 In addition, the Contractor shall grant HEAT 11 an exclusive right of use to work results which the Contractor has produced individually for HEAT 11 or has had produced individually for HEAT 11 by third parties and shall procure the granting of rights by the third parties which may be necessary for this purpose. HEAT 11 accepts the granting of rights. Pre-existing rights of the Contractor or of third parties shall remain unaffected by this.

The inalienable moral rights are not affected by the above provisions.

15.5 The granting of the rights pursuant to Sections 15.3 and 15.4 shall be compensated for with the agreed remuneration.

15.6 Should the Contractor make inventions or improvements during the execution of the contract, HEAT 11 shall be entitled to use these without restriction and free of charge. The unrestricted and free use of these rights is also available to HEAT 11's customers.

16 Evidence / Information

The Contractor is obliged to provide sufficient, duly signed proofs of origin without delay at HEAT 11's request. The same applies to proof required under turnover tax law. Should the delivery/service be subject to any export restrictions (under German or other law), the Contractor shall inform HEAT 11 of this in writing without delay. The Contractor is obliged to retain evidence of compliance with REACH/RoHS requirements etc. for a period of 13 (thirteen) years. This applies in particular to the safeguarding of any recall actions.

17 Data protection clause

17.1 HEAT 11 is entitled to process personal data about the Contractor within the meaning of the Data Protection Act.

17.2 If HEAT 11 provides the Contractor with personal data of its employees (hereinafter referred to as "Personal Data") in the course of the performance of the Contract or if the Contractor otherwise obtains knowledge of such Personal Data, the following provisions shall apply.

17.3 Personal data disclosed in the aforementioned manner and not processed on behalf of HEAT 11 may be processed by the Contractor exclusively for the performance of the contract and may not - except where legally permissible - be processed in any other way, in particular disclosed to third parties and/or analysed for its own purposes and/or used to create profiles.

17.4 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.

17.5 The Contractor shall ensure that the Personal Data are only made accessible to those employees of the Contractor who are deployed for the performance of the relevant contract and only to the extent necessary for the performance of this contract (need-to-know principle). The Contractor shall organise its internal organisation in such a way that it meets the requirements of the applicable Data Protection Law, in particular by taking technical and organisational measures to adequately secure the Personal Data against misuse and loss.

17.6 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 in relation to Personal Data are excluded.

17.7 In addition to its legal obligations, the Contractor shall notify HEAT 11 without undue delay, at the latest within 24 hours, of a 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 all copies made, in accordance with the statutory requirements.

18 Place of performance, Law, Partial invalidity, Place of Jurisdiction, Commitment

18.1 Place of performance

The Place of performance for the services and/or deliveries is the factory premises of the customer of HEAT 11 or the end user, for the payment the place of business of HEAT 11.

18.2 Law

The German statutory provisions shall apply exclusively, to the exclusion of both the Conflict of Laws rules and the Uniform Law on the International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods and the United Nations Convention on Contracts for the International Sale of Goods.

18.3 Partial invalidity

Should individual provisions of these terms and conditions be legally invalid, this shall not affect the validity of the remaining provisions. Legally invalid provisions shall be replaced by legally valid provisions which come as close as possible to the economic intention.

18.4 Place of Jurisdiction

The Place of Jurisdiction for all disputes arising from the contract is Bielefeld. HEAT 11 is also entitled to take legal action at any place of jurisdiction established for the Contractor.

Stand of: June 02, 2025