



Section 1 – Object of the Contract

1. These General Terms and Conditions apply to all contracts through which the Contracting Partner (hereinafter referred to as the 'Contractor') of Enneatech AG (hereinafter referred to as the 'Client') promises performance to manufacture works or provide services on the Client's premises for a fee.
2. These General Terms and Conditions apply to all contracts that fall under the regulatory scope.
3. These General Terms and Conditions apply between companies. The Contract falls under the commercial or independent actions of the Contractor.

Section 2 – Formation and content of the Contract

1. The Contract is concluded when the Client confirms the Contractor's offer in writing.
2. The Contract is also concluded when the Contractor declares acceptance based on the Client's statement of work or when performance commences.
3. The Contract also includes the Client's offer and the Contractor's statement of work.

Section 3 – Contractual performance

1. The Contractor is obliged to carry out performance according to this Contract in a professional manner. Deadlines in the contractual agreements must be adhered to.
2. Additional performance not listed under Section 1 but instructed by the Client must be carried out on payment of a separate fee.
3. If performance is significantly more extensive than assumed when the Contract was concluded in terms of time or money, the Contractor will immediately notify the Client of this.
4. If the Contractor intends to fulfil performance obligations at the place of performance by using subcontractors, the Contractor will notify the Client of this in text form when this is determined. The Contractor assures that performance by third parties meets the same quality standards that the Contractor adheres to. The Contractor shall regularly check the quality of companies it has commissioned and provide evidence of this quality check to the Client on request.

5. The Contractor assures that it will pay employees of its company statutory minimum wage on performance of the Contract, as per the current version of the Minimum Wage Act (Mindestlohngesetz, MiLoG). If a collective wage agreement applies, the Contractor assures that employees will adhere to the conditions of the collective wage agreement. If temporary employees are taken on, it shall assure that the statutory minimum base fee is paid in accordance with Section 3a of the Temporary Work Act (Arbeitskräfteüberlassungsgesetz, AÜG). The Contractor is, however, obliged to pay social security contributions and contributions to the employers' liability insurance association for employees used to perform the Contract. The Contractor only insures companies to perform the obligations under the Contract, where obligations to pay employees and contributions are also observed. If third-party employees are used, the Contractor will have it confirmed in writing that these employment law provisions will not be violated. The Contractor will send this confirmation to the Client at the Client's request. Should an employee of the Contractor or a company commissioned by it to perform the Contract make a claim against the Client for payment of an amount equal to the difference to the minimum wage or minimum wage in the industry and this claim is justified, the Contractor shall indemnify the Client against these claims. In the internal relationship between the Client and the Contractor, the Contractor is responsible for the debt as a whole.

6. The Contractor shall ensure that employees working on company premises have access to the food and housing that is required by law and can be expected based on the standard of living in Germany.

7. The Contractor shall ensure that the safety regulations of the respective order are observed with respect to contractual performance. It shall ensure that only employees who have received appropriate training are used to carry out work. It shall ensure that safety equipment is available. It shall ensure that this safety equipment is used. The Contractor will provide the Client with appropriate documentation – in particular training certificates – on request.

Section 4 – Freedom from instructions

Insofar as this is not specified by the nature of the order, the Contractor shall not be subject to any instructions from the Client when fulfilling the Contract or when carrying out the work it has taken on with respect to the timing and design of the work process.



Section 5 – Fulfilment

1. Performance by the Contractor requires acceptance by the Client. The Contractor may request acceptance if the Client does not object. The Contractor will receive confirmation of any objections in text form.
2. The Contractor may demand that the Client meets its payment obligation within ten days of performance.
3. If the Client makes a justifiable complaint regarding the contractually specified performance, the Contractor is obliged and entitled to rectify it.
4. For mutual commercial transactions, the Client shall assert these defects to the Contractor in writing immediately and no later than 10 days after they become known.

Section 6 – Default

1. The Contractor shall be liable for its own negligence and for the negligence of persons it has employed when performing the Contract.
2. If product liability insurance is required for performance, the Client shall agree to complete the corresponding insurance questionnaire together with the Contractor.

Section 7 – Other provisions

1. There are no supplementary agreements to this Contract. This also applies to any waiver of this written form clause.
2. Should a court decision result in a clause of this Contract being invalid, this shall not affect the validity of the remainder of the Contract. Instead, the invalid clause should be replaced by a clause that most closely corresponds to the economic purpose, which in turn is valid and which the Parties would have agreed upon had they been aware of the clause agreed being invalid.
3. The place of jurisdiction is Aurich in Ostfriesland.
4. German law applies to this Contract.