





# KRD Engineering & Service GmbH

obligated to pay a contractual penalty even if the breach is carried out by a subcontractor commissioned by him or by a subcontractor commissioned by the latter subcontractor.

11.11 If the contractor or his sub-contractors are guilty of non-performance regarding the obligations above, the customer shall be entitled to terminate the contract without a notice period.

11.12 The performing companies shall inform their employees of the option of carrying out such checks and obtain their written approval. The performing companies shall maintain complete and auditable documents and present them to the public authorities on request.

## **§ 12. XIV. Observance of wage agreement, minimum pay and social insurance contributions**

12.1 The contractor agrees

12.2 1. to at a minimum grant the labour conditions including salary to his employees set out in the wage agreement as specified by the Employee Assignment Act (AEntG) dated 20/04/2009 (BGBl. I p. 799) or according to other legal provisions regarding minimum pay,

12.3 2. to at a minimum pay his employees (excluding trainees) an hourly rate of € 7.50 for the performance of work,

12.4 3. to obligate the subcontractors commissioned by him or a lender commissioned by a subcontractor in writing to at a minimum comply with the work conditions for his employees, which the contractor himself agrees to meet,

12.5 4. to ensure that this obligation is transferred to the commissioned subcontractor or to a lender commissioned by the subcontractor in writing and to provide evidence of these written transfers to the public authorities on request,

12.6 5. to ensure that the commissioned subcontractors in turn transfer the above-mentioned obligations to the subcontractors or lenders commissioned by them in writing and obligate them to comply with these and to provide evidence of these written transfers to the public authorities on request.

12.7 If the contractor or one of his subcontractors is guilty of violating the above-mentioned obligations, the contractor and customer agree a contractual penalty per breach of 1% and a cumulative penalty for several breaches of 5% of the contractual amount. The contractor is obligated to pay a contractual penalty even if the breach is carried out by a subcontractor commissioned by him or by a subcontractor commissioned by the original subcontractor.

12.8 If the contractor or his sub-contractors are guilty of non-performance regarding the obligations above, the customer shall be entitled to terminate the contract without a notice period.

12.9 The customer or a third party commissioned by him is, for control purposes, entitled to view the expense invoices of the performing company, the documents showing payment of taxes and contributions to domestic and foreign social insurance authorities, the documents showing contributions to domestic and foreign construction social security funds and the contracts agreed between the performing contractors. The performing companies shall inform their employees of the option of carrying out such checks and obtain their written approval. The performing companies shall maintain complete and auditable documents to check the above-mentioned documents and present them to the customer on request.

## **§ 13. Data protection**

13.1 The seller declares it irrevocably agrees for shared personal data to be processed in relation to the order, in accordance with the legal provisions.

13.2 The seller is obliged to not disclose the order conditions or any of the information and documents provided for this purpose for a period of 10 years from contractual conclusion, and to only use these to process the order. This does not apply for publically accessible information. If requested, the seller shall immediately return the information provided to it as per clause 1 to KRD after queries have been attended to or after orders have been processed.

13.3 The seller is not entitled to allude to the business relationship with KRD in any advertising material, brochures etc., or exhibit delivery items manufactured for KRD, without the prior written consent of KRD.

13.4 The seller will impose the same obligations on its subcontractors.

## **§ 14. Other provisions**

14.1 The seller is not entitled to assign its claims resulting from the contractual relationship to third parties. This does not apply when monetary claims are involved.

14.2 The seller is not allowed to offset against KRD claims unless the affected claims are undisputed or have been legally established.

14.3 The place of fulfilment is the agreed place of delivery.

14.4 The exclusive place of jurisdiction for all disputes arising from the contractual relationship is KRD's headquarters.

14.5 German law applies exclusively. The United Nations convention of 11/4/1980 on the national sales of goods (UN purchasing convention) does not apply for the Federal Republic of Germany.

14.6 Should a clause of this contract be or become completely or partly invalid or infeasible, this shall not affect the validity of the remaining provisions of these purchasing conditions. Insofar as these purchasing conditions contain omissions, and no separate agreement between the parties exists, the legally valid regulations which the contractual parties would have agreed on based on the economic objectives if they had known about these omissions, are considered as being agreed on to fill these gaps.

As at: October 2021