

SPECIAL CONDITIONS FOR LEASE (SCL)

Exyte Central Europe GmbH, a limited liability company based in Stuttgart, registered in the Commercial Register of the Stuttgart Local Court under the number HRB 17278 with headquarters in Löwentorstraße 42, 70376 Stuttgart, Germany (hereinafter referred to as "**EXYTE**")

1. Scope of application

- 1.1 For all current and future orders regarding leases placed by Exyte (or "Lessee"), the General Terms and Conditions of Purchase of our company (GTC) and the following Special Conditions for Lease (SCL) in the version valid at the time of the order shall apply exclusively, even if no express reference is made to them.
- 1.2 The type and scope of the service owed by the Contractor are set out in the order, the GTC and these Special Conditions for Lease.

2. Orders

Orders from Exyte must be placed in text form to be valid. They can be placed via Exyte's electronic order system.

At Exyte's request, orders shall be placed via Exyte's own electronic ordering platform. The Contractor shall provide a BMEcat/OCI for updating the catalogues. The BMEcat files/OCI shall be provided by the Contractor free of charge. If files are faulty and have to be corrected by the platform operator and imported into the system by the platform operator, this shall incur costs which shall be passed on to the Contractor by Exyte. The Contractor shall receive the orders via the Platforms by e-mail as PDF or .xml files. If the Contractor requires an individual interface for order transmission, it shall set up and maintain this at its own expense.

3. Contractual service / lease object

The content of the service is specified in the order. The service includes delivery at the time of performance to the place of performance, including accessories and equipment, if applicable, as well as assembly and installation.

4. Place of performance

The place of performance is the project location specified in the order.

5. Performance time

- 5.1 The delivery dates for assembly or installation stated in the order are binding. Earlier or later deliveries shall only be permitted with Exyte's written consent. If the Contractor delivers too early, Exyte shall be entitled, at its discretion, to refuse acceptance or to demand reimbursement from the Contractor of the costs incurred by it as a result of failure to comply with the agreed performance time.
- 5.2 If the Contractor is in default of performance, Exyte shall be entitled to a contractual penalty of 0.1% of the net order value for each working day of default, up to a maximum of 5% of the price of the respective order. Further claims for default remain unaffected by this.

6. Duration of the lease

- 6.1 The rental period begins on the agreed date; in deviation from this, the rental period begins with the actual delivery if the rental object is delivered later than the agreed date of the start of the rental due to circumstances for which the Contractor is responsible.
- 6.2 The rental period ends on the agreed date. In the absence of such an agreement, the notice period for the tenant is 14 days.
- 6.3 The Contractor is aware that Exyte uses the leased property for major construction projects, which are frequently subject to changes in terms of dates and duration. Notwithstanding clauses 5.1 and 5.2, the Lessee is therefore entitled to unilaterally change the start and end date of the rental relationship twice for a specific order and thus to extend, shorten or postpone the rental relationship. The monthly rental price shall remain unchanged, the total rental price shall be adjusted to the changed term. The change does not entitle the Contractor to charge additional costs.

7. Returns

Exyte shall hand over the leased property in a clean and tidy condition. The return of the leased property is done through the Contractor by picking up the lease object from the place of performance at the end of the rental period.

8. Prices

All prices are fixed prices and do not include VAT at the rate applicable on the date on which the VAT liability arises. They include delivery, accessories, equipment, assembly and installation.

9. Invoicing

- 9.1 Invoices must contain at least the following: Reference to the order and indication of the account assignment (cost centre, project or order), the legally required invoice details (tax number, VAT number and VAT identification number, invoice number, delivery period, etc.). Incorrect invoices shall be returned by Exyte to the Contractor unposted and unpaid. A corresponding note shall be attached by Exyte.
- 9.2 Unless otherwise agreed, payments shall be made within 30 days of performance less 3% discount or within 60 days without deduction. The discount amount shall be calculated from the final invoice amount. If the payment deadline is exceeded, the discount is only forfeited for the corresponding payment request, but not in total.

10. Termination

- 10.1 The cancellation of this framework agreement and the orders must be in text form to be effective.
- 10.2 The right of both parties to terminate the lease for good cause arises from the law. A further good cause within the meaning of Section 543 BGB, which entitles the tenant to extraordinary cancellation of the orders, exists if the project for which the rented property was planned to be equipped or furnished is not started or completed for a reason for which the tenant is not responsible, and as a result the rented property is not (or no longer) required.