

General Purchasing Conditions of ILS Integrated Lab Solutions GmbH

As of: 3rd March 2015

1. General and area of applicability

1.1 These General Purchasing Conditions (GPC) apply for all business relations between ILS Integrated Lab Solutions GmbH (hereinafter referred to as: the "Supplier"). ILS places orders exclusively on the basis of these GPC. The GPC apply for all kinds of purchase contracts, contracts for services, contracts for work done and materials supplied, and service contracts. They apply in their respective version also as a framework agreement for all future orders with the same Supplier, without ILS having to make separate reference to this in every individual case. At the latest upon the execution of the order, these GPC are deemed to have been accepted. The GPC apply only if the Supplier is an entrepreneur (§ 14 of the German Civil Code (BGB)), a public-law legal entity or a public-law special fund.

1.2 In addition to these GPC, the agreements made in the order, the order confirmation, the contract, or in the case of the ordering of a development service, the specifications to accompany the same ("order documents"), shall be authoritative for the subject matter of the individual order. In the event of contradiction between the order documents and these GPC, the agreement made in the order documents shall have priority insofar as it corresponds with the requirements in clause 1.3 hereof.

1.3 Individual agreements, particularly insofar as they modify and/or augment these GPC, shall require the written form and shall only come into effect after prior written confirmation by ILS.

1.4 General Terms & Conditions of the Supplier only become a part of the contract if ILS has expressly consented to their application in writing for the respective entry into contract.

2. Entry into contract

2.1 The placing of the order shall be deemed to be binding at the earliest upon written placement of the order by ILS or written confirmation by ILS. The Supplier shall be obliged to draw ILS's attention before acceptance to obvious mistakes (e.g. spelling mistakes and mathematical errors) and any incompleteness of the order, including the order documents, for the purpose of correction and/or completion; otherwise the contract shall be deemed not to have been entered into.

2.2 The Supplier shall confirm the placement of the order in writing within a period of one (1) week. Late acceptance shall be deemed to be a new offer and shall require acceptance by ILS.

2.3 In the case of a development order, until acceptance of the development result ILS shall be able to request at any time changes to the specifications, the development stages described in the specifications, and/or other changes to the services to be rendered by the Supplier. The changes are to be made in writing.

In the event of a change requested by ILS pursuant to this clause 2.3, the Supplier shall give written notice of the impacts resulting therefrom on the agreed completion dates within one week after receipt of the change request.

Adjustments to the contractual services (e.g. completion dates, allocation of the development stages, etc.) necessitated by changes are to be included in the specifications as an addendum.

Prices, payment conditions

- 2.4** The prices agreed upon for the Supplier's service (sale, work, contractor's labour and materials, or service) shall be fixed prices, insofar as no express agreement is entered into to the contrary, and shall apply for all deliveries and services, including all additional, changed and ancillary services (e.g. assembly, installation) which are usual depending on nature and scope, as well as all ancillary costs (e.g. proper packaging, transportation costs as well as insurance, etc.), which the Supplier is obliged to render due to the order. All prices are understood as including statutory VAT if this is not shown separately. Any travel expenses arising are also covered thereby.
- 2.5** If higher costs arise due to change requests pursuant to clause 2.3 hereof, regardless of what kind, these shall only become binding after express written consent from ILS.
- 2.6** There shall be no claims for the placement of orders or minimum order quantities.
- 2.7** The Supplier shall be obliged to present an exemption certificate pursuant to § 48b of the German Income Tax Act (EStG) without undue delay after order placement. As long as this exemption certificate has not been presented, ILS shall retain the amount necessary pursuant to § 48 of the EStG from payments due.
- 2.8** Invoices must include the ILS order number, the cost unit, the cost centre as well as the designation of the contract subject and the respective object. The invoices are to be accompanied by proof of performance countersigned by ILS insofar as this is stipulated in the individual order. The Supplier undertakes to issue the invoices pursuant to the respectively valid statutory requirements, particularly taking account of the VAT provisions (= "proper invoice"). The legal consequences linked to receipt of the invoice shall only occur upon receipt of the proper invoice, containing the ILS order number, the cost unit and the cost centre at ILS. All payments shall become due 60 days after receipt of a proper invoice, insofar as all contractual and statutory dueeness prerequisites are also fulfilled.
- 2.9** ILS shall be entitled to withhold payments due as long as claims arising out of incomplete or flawed services exist against the Supplier.
- 2.10** Assignment of the Supplier's claims under this contract against ILS shall only be permissible with ILS's prior written consent, § 354a of the German Commercial Code (HGB) shall remain unaffected. The Supplier shall not be entitled to any rights of retention

insofar as they originate from counterclaims from other legal transactions with ILS. The Supplier can only effect set-off against undisputed claims or claims which have been determined in a final and legally-binding manner.

3. Delivery location, delivery dates

3.1 Insofar as nothing to the contrary is agreed in the individual contract, the INCOTERMS 2010 shall apply directly and correspondingly with regard to contracts for services and service contracts.

3.2 The delivery dates named in the framework of the order placement are definitely to be complied with. Insofar as no delivery date is agreed upon in the framework of the order placement and not in another way either, the delivery period shall be one week from entry into contract. If the Supplier realises that the agreed delivery dates cannot be complied with, regardless of the reasons why, it shall be obliged to inform ILS of this in writing without undue delay.

3.3 If the Supplier is in default with an agreed delivery date or with another date for performance of the service, then, insofar as nothing has expressly been agreed in writing to the contrary, it shall be obliged to pay a contractual penalty of 0.25% of the order value per working day of default, but no more than 5% of the order value, in addition to fulfilment of its contractual obligations.

3.4 If an agreed interim deadline (e.g. contractually-agreed development stages) is not complied with, then the provisions in clause 4.3 hereof shall apply correspondingly, in which regard the amount of the contractual penalty to be paid is to be determined on the basis of the *pro rata* order value accruing for the late service. If more than one contractual penalties are triggered by default, the contractual penalties shall amount in total to no more than 5% of the order value.

3.5 More extensive rights arising out of the default, particularly rescission and compensation, shall remain unaffected. Contractual penalties can be claimed until the final payment.

4. Contracts for services, contracts for work done and materials supplied, service contracts and development orders, work performance and services/development orders

4.1 The Supplier shall owe the rendering of the contractual performance on its own responsibility with its own personnel. In the absence of ILS's prior written consent, the Supplier shall not be entitled to have the contractually agreed performance wholly or partially rendered by other companies. Such consent shall not release the Supplier from its contractually-assumed obligations.

4.2 ILS works together with various outsourcing service providers and other sub-providers, so the work performance and services to be rendered by the Supplier might also be used by such third parties for ILS. The work is to be carried out in close and continuous coordination with ILS and/or with the third parties named by ILS. For this purpose, the

Supplier shall name an employee with authority to make decisions, who will be able to make all decisions and issue all instructions on behalf of the Supplier which are necessary for the performance of the services. This employee has to contact the pertinent ILS department before commencement of the work.

- 4.3** The Supplier shall only deploy trained, qualified personnel whose professional suitability corresponds to the respective requirements. In the event of justified doubts about suitability, ILS shall be able to request that the corresponding employee be replaced without undue delay at the Supplier's expense.
- 4.4** The Supplier undertakes to comply with all statutory provisions and technical norms, particularly DIN, TÜV and ISO provisions as well as all safety-relevant provisions, when rendering the service.
- 4.5** Insofar as a development order is placed, the following shall also apply:

4.5.1 The development result in the sense of these GPC is the result of the agreed work with regard to the task specified in the order documents or the contract. It consists of all of the knowledge discovered by the Supplier in this context while performing the work and recorded, saved or otherwise embodied in records, descriptions, experimental designs, models, devices or facilities. It shall be summarised in a final report.

The presumption that all the inventions technically connected with the task specified in the order documents or the contract and which are made by the contractor's employees after the Supplier's offer date or after ILS's order letter or the contract date (depending on which date is the earliest) are based on the agreed work, unless the Supplier proves the contrary.

4.5.2 Construction orders awarded to the Supplier are to be executed in such a way that unless another agreement is entered into in the individual case, the Supplier is to draw up technical drawings and documentation for the manufacture of parts, components and component groups in such a way that ILS is able to profitably manufacture the construction products when exercising the requisite care.

4.5.3 Insofar as a development result which consists of apparatus, prototypes, programs or similar works is owed, ILS shall carry out an inspection and approval process. An approval record is to be kept, which is to be signed by the parties after the conclusion of the approval process. Details of the approval, e.g. concerning tests, trials runs or other testing methods to be carried out in this context, as well as the location of the approval, shall be stipulated in the framework of the individual order.

4.5.4 Insofar as a development result which consists (also) of programs is owed, the Supplier shall provide ILS with the program in machine-readable code. Programs individually developed for ILS are to be provided to ILS in source code with

manufacturer documentation as well. Copies of the source code and the manufacturer documentation are to be provided to ILS upon approval and must conform to the program level upon the end of the test phase.

Any measures carried out in the framework of the guarantee to the programs shall be incorporated by the Supplier without undue delay in the source code and the manufacturer documentation and ILS is to be provided without undue delay with a copy of the updated version thereof.

4.5.5 If the Supplier is instructed to develop a product, the Supplier undertakes not to perform services corresponding to the individual order for ILS's competitors in the absence of prior announcement to and consent from ILS. The Supplier undertakes not to use development results in the sense of clause 4.5.1 for third parties or for the manufacture of products to be supplied to third parties.

4.6 Records of meetings between ILS and the Supplier regarding details of the work are to be presented to ILS by the Supplier for countersignature within five (5) days. The countersignature of a record and the meeting contents recorded therein shall have no effect on the order contents unless this is expressly noted in the record.

4.7 ILS shall be entitled to retain 5% of remuneration (*Werklohn*) from each invoice as a security amount, which shall become due for payment upon the expiry of the period of limitations for the defect claims. The security retained pursuant to this clause 5.7 can be redeemed after the approval process by means of a directly-enforceable guarantee issued by a domestic credit institution which waives the pleas of prior complaint to exhaust remedies, contestability and set-off. The costs shall be borne by the Supplier.

5. Liability for defects

5.1 The Supplier guarantees freedom from quality defects and defects in title pursuant to the statutory provisions respectively to be applied.

5.2 The goods to be supplied must in particular correspond to the latest state-of-the-art of science and technology in the area of the application, come from the most recent product series or production, be new and complete, and if applicable be in a mechanically-flawless condition, correspond to the specifications of the contract, and be fully suitable and functional for the intended purpose notified to the Supplier (agreed quality). Reference to DIN or other norms, safety standards, special purposes or specifications drawn up for the order in the framework of the order shall also constitute agreement on a quality. If the Supplier makes calculations for the design or dimensioning of the performance object, then it guarantees that the calculations are made on the basis of the respectively newest applicable calculation provisions and in compliance with the project-specific requirements. It cannot rely on technical information which it could identify as incorrect or on contradictions in the documents provided to it, unless it has drawn ILS's attention thereto and rendered its services in accordance with an instruction expressly issued in writing by ILS.

5.3 If there is a defect, then ILS can do the following if the statutory prerequisites are fulfilled:

5.3.1 demand subsequent performance, in which regard the Supplier shall be obliged, as chosen by ILS, to remove the defect or to supply defect-free goods or to manufacture new goods, and the Supplier shall be obliged to bear all of the costs and expenditure associated with the defect rectification, particularly costs of materials, logistics costs, labour costs and transportation costs up to the site of the installation of the items, as well as the costs of disassembly and installation;

5.3.2 if the Supplier does not carry out the subsequent performance within a reasonable period set by ILS or refuses to carry it out, or if the subsequent performance failed or is unreasonable for ILS, ILS shall be able to rescind the contract or reduce the remuneration;

5.3.3 in the case of contracts for services and contracts for work done and materials supplied, rectify the defects itself or have these rectified and demand compensation of the necessary expenditure; as well as

5.3.4 demand compensation and reimbursement of futile expenditure.

5.4 In addition, other statutory claims or contractual rights shall remain unaffected.

5.5 Insofar as § 377 of the HGB is applicable, the following shall apply: an inspection of the goods for visible defects shall be carried out within one week after delivery to the final destination, insofar as this is feasible in the proper course of business and no longer period is exceptionally justified; a subsequent notification within three working days shall be deemed to be timely. Hidden defects shall be notified by ILS after discovery within three working days.

5.6 The period of limitations for claims and rights due to performance defects – regardless of the legal basis – shall be two years, insofar as nothing to the contrary is agreed upon. Longer statutory periods of limitations shall remain just as unaffected as the provisions concerning the commencement of the period of limitations, expiry suspension, suspension and the restarting of periods.

6. Liability

6.1 ILS shall be liable for damage and loss of any kind which are caused intentionally by it, its legal representatives or its vicarious agents. The same shall apply for damage and loss arising out of culpable loss of life, personal injury or damage to health. Equally, ILS shall be liable without limitation for damage and loss which are caused with gross negligence by it, its legal representatives or its executive employees.

6.2 If the prerequisites named in clause 6.1 are not fulfilled, ILS shall be liable – regardless of the legal basis - only if the people named in sentence 1 of clause 6.1 culpably breach

a fundamental contractual obligation (cardinal obligation) or if ILS's other vicarious agents who are not executive employees cause damage or loss through gross negligence. In such cases, ILS's liability shall be limited to the damage and loss which is contract-typical and foreseeable. Cardinal obligations shall be deemed to be those obligations whose fulfilment is what makes the proper execution of the contract possible at all and on whose compliance the Supplier may usually rely. Thus, these are obligations whose breach would jeopardise the achievement of the contract purpose.

6.3 The foregoing limitations of liability shall not apply for claims pursuant to the Product Liability Act and based on the lack of a guaranteed quality or a promised property of the contract object. Insofar as liability is excluded or limited, this also applies to the personal liability of ILS's legal representatives, executive employees and other vicarious agents.

7. Recourse in the case of product liability and the purchase of consumables

7.1 Insofar as the Supplier is responsible for a product defect, it shall be obliged to indemnify ILS in this respect against third-party compensation claims. In this framework, the Supplier shall also be obliged to reimburse any expenditure which arises out of or in connection with a recall action conducted by ILS.

7.2 Insofar as possible and reasonable, ILS shall inform the Supplier about the contents and scope of the recall measures to be carried out, and give the Supplier an opportunity to make a statement in response. The Supplier undertakes to maintain a product liability insurance policy with an insured sum of EUR 2 million per instance of personal injury and EUR 1 million per instance of property damage - flat-rate. More extensive compensation claims shall remain unaffected.

7.3 Recourse claims held by ILS arising out of § 478 or § 479 of the BGB (sale to consumers) shall remain unaffected.

8. Rescission, ordinary termination and termination for an important reason

8.1 ILS shall be able to rescind the contract or effect an extraordinary termination thereof if

- the Supplier becomes insolvent or stops making its payments;
- circumstances arise which affect the Supplier's creditworthiness, i.e. the Supplier's commercial solvency or willingness to pay, and which detrimentally affect to the extent that there is a risk that the legal transaction underlying the contract cannot be executed as agreed;
- the Supplier has provided untrue information about the facts affecting its creditworthiness; or
- the Supplier does not fulfil its contractual obligations despite written warning.

8.2 The statutory rights to rescission, ordinary and extraordinary termination for an important reason, shall also remain unaffected.

8.3 Any termination shall require the written form.

9. Granting of rights and indemnity

9.1 The Supplier shall be responsible for ensuring that no third-party rights, particularly no patent rights, trademark rights, design rights or copyright, rights exercised by or transferred to collective rights management companies, rights held by authors or publishers, name, picture or marketing rights or other proprietary rights held by third parties, are infringed through the rendering of the Supplier's services. It shall also be responsible for ensuring that claims do not arise for collective rights management companies, authors or publishers as a result of the contractually-compliant usage of the services.

9.2 The Supplier guarantees that

- it has licences in all third-party patents or other rights coming into question which are necessary in order that the services can be rendered in accordance with the contract and used by ILS,
- the rendering and usage of the services is at no time interrupted or detrimentally affected by infringements of third-party proprietary rights, including alleged infringements,
- it has – insofar as necessary – all necessary licences in patents or other third-party proprietary rights.

9.3 If ILS is sued by a third party due to actual or alleged infringement of the abovementioned rights, the Supplier shall indemnify ILS against all claims in this respect and shall hold it harmless. The indemnification shall also include the assumption of the costs of necessary defence or legal pursuit. ILS shall inform the Supplier without undue delay about claim made against ILS.

9.4 In the event of a claim being made pursuant to clause 9.3 above, the Supplier shall arrange at its expense without undue delay a contractually-compliant rendering of the services owed, and if necessary, shall acquire at its own expense the rights necessary for the rendering of its services under the contract.

9.5 ILS shall only commence negotiations with the claimant or enter into agreements which might have disadvantages for the Supplier if the Supplier has consented in writing thereto or if despite written reminder with reasonable period-setting (a maximum of ten working days) the Supplier has not complied with its obligation pursuant to these provisions in a timely manner or is obviously complying with it in an obviously inappropriate manner.

9.6 If the Supplier does not comply with the obligations arising out of this clause 10, ILS shall be entitled to rescind the contract or to effect an extraordinary termination hereof. Other contractual or statutory claims, particularly for compensation, shall remain unaffected thereby.

10. Ownership, copyright, rights in the development result

10.1 All plans, documents, drawings, models, etc. which are made available to the Supplier shall exclusively remain ILS's property. They are to be returned to ILS at any time upon request, but without request no later than within a period of two (2) weeks after the cessation of the order.

10.2 The work performed and work results or development results created by the Supplier in performance of this contract shall become the property of ILS even if they are not based on a direct work order. ILS shall be entitled to an exclusive, transferable usage right, which is unlimited geographically, temporally and in terms of contents, in all results and work – particularly also copyright-protected results and work - insofar as they are based on this contract or substantially on experience, work or documents of ILS. The Supplier undertakes to inform ILS in writing about new know-how acquired in the course of executing the order as well as inventions or operational improvements by its employees. The Supplier shall receive a non-exclusive, sub-licensable usage right in any protected results for the order research, insofar as the development result to which ILS is entitled is not affected thereby.

10.3 The Supplier shall inform ILS without undue delay about all results achieved by it in the context of its instruction, particularly about patentable inventions and/or know-how acquired.

10.4 The Supplier shall, insofar as no corresponding situation already arises from the Act governing employee inventions (ArbNEG), fulfil in a contractual manner the prerequisites for ensuring that inventions which are made in connection with rendering the contractual work by the Supplier's employees can be claimed by the Supplier. The Supplier shall claim such inventions in a timely manner and inform ILS of the same without undue delay. Upon request by ILS, the Supplier shall transfer the invention respectively claimed to ILS.

ILS shall have the right to file corresponding proprietary-right applications at its own expense. In the case of domestic applications, ILS shall name the Supplier as a co-applicant, without the Supplier being able to derive any more extensive rights therefrom. ILS shall inform the Supplier upon request about the success of the application and the granting of the proprietary right. ILS shall be entitled to sole disposal of such proprietary rights.

The provisions in clause 10.4 above shall apply correspondingly for the Supplier's invention shares in joint inventions by the contractor and ILS.

10.5 Insofar as the development result include proprietary rights or know-how of the Supplier's which the Supplier already had before the placing of the respective order, the Supplier shall grant ILS a non-exclusive usage right therein, insofar as ILS needs this usage right. This usage right shall encompass the authority to grant sub-licences to third parties.

10.6 Any employee inventor remuneration (ArbNEG) accruing at the Supplier which arises as a result of the usage of an invention transferred pursuant to clause 10.4 hereof to ILS or as a consequence of the exercise of the usage right pursuant to clause 10.5 hereof by ILS shall be reimbursed to the Supplier by ILS, insofar as nothing to the contrary is expressly agreed upon, in the amount which arises upon the application of the general principles to be applied at ILS for the employee invention. Otherwise, each party shall bear its own remuneration costs pursuant to the ArbNEG itself.

10.7 The foregoing clauses shall apply correspondingly also for the usage rights in any copyright embodied in the development result.

11. Publication of development results

11.1 The Supplier and its employees shall be entitled to make scientific publications concerning the development results achieved in connection with orders, subject to the prerequisite that both the contents framework and also the date of the publication have been agreed in writing with ILS before publication. Insofar as the parties do not agree anything to the contrary in the individual case, the Supplier shall present the manuscript of the respectively planned publication to ILS in a timely manner for approval. ILS shall not unreasonably refuse consent to publication.

11.2 Before ILS publishes the development result, ILS shall consult and agree with the Supplier in writing, in order to prevent impediment to any theses, postdoctoral qualifications or similar scientific publications by the Supplier's employees which contain scientific and technical fundamental statements about the development result. ILS shall make reference in its publications about the development result in a suitable form to the activities by the Supplier and its employees.

11.3 In the absence of ILS's express written consent to publication or other dissemination, the Supplier shall be obliged not to disclose the development result to third parties pursuant to clause 12 of these GPC, insofar and as long as the development result does not become generally known in another way; this shall also apply for partial results.

11.4 The Supplier's obligation to keep the development result confidential shall come to an end upon the expiry of 5 years after handover of the entire development result to ILS; a longer confidentiality obligation of up to 10 years in total can be agreed upon in the individual contract.

12. Confidentiality

12.1 The Supplier shall not disclose any of the information made available to it by ILS orally, in writing, electronically or on data carriers or which becomes known to it in the framework of the cooperation. These provisions shall also apply after the cessation of the respective contract. The confidentiality obligation shall expire if and insofar as the knowledge acquired in the framework of the cooperation has become generally known.

12.2 Insofar as the instruction includes passing on, processing or saving personal data for ILS, the Supplier shall comply with the corresponding statutory provisions pursuant to the German Federal Data Protection Act (BDSG), the German Telecommunications Act (TKG) and the German Telemedia Act (TMG) as well as other special statutory regulations, as well as agree in writing with ILS on the framework conditions of order data processing for every specific individual case.

13. Auditing right

ILS, and/or an auditor instructed by ILS and obliged to preserve confidentiality in dealings with third parties, shall have the right to check in detail the correct rendering of the contractual services and to subject the Supplier to an audit, particularly with regard to compliance with agreed and legally-prescribed quality standards, data protection standards, security and safety standards, environmental standards and ethical standards. The Supplier shall cooperate in the performance of an audit comprehensively and without separate remuneration.

14. German Employee Secondment Act/Minimum Wage Act:

The Supplier hereby undertakes in the framework of its activity for ILS to comply with all of the provisions of the German Employee Secondment Act (AentG) and the German Minimum Wage Act (MiLoG) and to ensure their compliance by subcontractors and hiring contractors. The Supplier shall in particular be obliged always to pay its employees in the sense of § 22 of the MiLoG the binding prescribed minimum wage pursuant to § 1.2 of the MiLoG on the respective due dates. The Supplier shall obligate subcontractors and hiring contractors instructed by it accordingly and shall monitor compliance with the obligation. The Supplier hereby undertakes in January and in July of every year, as well as in the interim upon request by ILS, to provide ILS with a current clearance notification by the collecting agency for the overall social security insurance contribution or another corresponding body, and, insofar as possible, a current clearance notification by the professional association. The Supplier hereby also undertakes to provide ILS in January and July of every year, as well as in the interim upon request by ILS, with suitable proof of compliance with the provisions of the AentG and the MiLoG, e.g. the wage statements for its contractors working for ILS for the months since the last submission, together with an itemisation of the hours worked and payment evidence. ILS shall be entitled after timely prior written announcement to view the documents of the department or body which is responsible for the wage and salary accounting for the Supplier's employees during the Supplier's usual business hours, and to ask the employees about the amount of their remuneration. ILS shall take account of the Supplier's business needs in this context. The Supplier shall indemnify ILS against liability for payment of the minimum wage. The indemnification obligation shall also exist in the event that ILS is sued by employees of a subcontractor or hiring contractor instructed by the Supplier for payment of the minimum wage.

15. German Employee Secondment Act/Minimum Wage Act

The Supplier hereby undertakes in the framework of its activity for ILS to comply with all of the provisions of the German Employee Secondment Act (AentG) and the German Minimum Wage Act (MiLoG) and to ensure their compliance by subcontractors and hiring contractors. The Supplier shall in particular be obliged always to pay its employees in the sense of § 22 of the MiLoG the binding prescribed minimum wage pursuant to § 1.2 of the MiLoG on the respective due dates. The Supplier shall obligate subcontractors and hiring contractors instructed by it accordingly and shall monitor compliance with the obligation. The Supplier hereby undertakes in January and in July of every year, as well as in the interim upon request by ILS, to provide ILS with a current clearance notification by the collecting agency for the overall social security insurance contribution or another corresponding body, and, insofar as possible, a current clearance notification by the professional association. The Supplier hereby also undertakes to provide ILS in January and July of every year, as well as in the interim upon request by ILS, with suitable proof of compliance with the provisions of the AentG and the MiLoG, e.g. the wage statements for its contractors working for ILS for the months since the last submission, together with an itemisation of the hours worked and payment evidence. ILS shall be entitled after timely prior written announcement to view the documents of the department or body which is responsible for the wage and salary accounting for the Supplier's employees during the Supplier's usual business hours, and to ask the employees about the amount of their remuneration. ILS shall take account of the Supplier's business needs in this context. The Supplier shall indemnify ILS against liability for payment of the minimum wage. The indemnification obligation shall also exist in the event that ILS is sued by employees of a subcontractor or hiring contractor instructed by the Supplier for payment of the minimum wage

16. Miscellaneous

- 16.1** The place of performance and the legal venue shall be Berlin. The law of the Federal Republic of Germany is to apply, excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.2** All amendments and additions to the contract, including to this clause, shall require the written form.
- 16.3** Should individual provisions of these GPC be invalid or unfeasible, or become invalid or unfeasible after entry into contract, the validity of the rest of the contract shall remain unaffected thereby. The invalid or unfeasible provision is to be replaced by agreement by the parties with a provision whose effects come closest to the financial objective which the contract parties were pursuing by means of the invalid or unfeasible provision. The foregoing provisions shall apply correspondingly in the case of any unintended lacunae.