

CUSTOMER CONTRACT REQUIREMENTS
P8A GOLDesp and Logistic Planning
CUSTOMER CONTRACT Q/L2FL/NA081/LA382 (Q_L2FL_NA081_LA382)

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Q/L2FL/NA081/LA382 (Q_L2FL_NA081_LA382) Special Provisions .

Classified Information

If Sellers are working with information/material classified at the VS-NfD level or higher, then compliance with prime contract attachment Annex 10 is required. Any information classified at this level or higher will be discretely called out in the contract and contract documentation provided to sellers. A copy of Annex 10 may be requested from the Buyer.

Contractual penalties for promising or granting advantages

1. Sellers or their representatives must not offer, promise or grant advantages under § 331 of the German Penal Code, direct or indirect, to persons entrusted with research, development or acquisition tasks at the procurement office.

The above obligation shall also apply to all future business relations including those cases where Sellers act as subcontractors while fulfilling contracts awarded by the Bundeswehr (Buyer's Customer) or Buyer on behalf of Bundeswehr.

2. If the Seller violates the obligation in para 1. Seller shall be liable to pay the Buyer's Customer's procurement office a contractual penalty of 10% of the contract rate agreed (after the time of violation).

With further contracts or subcontracts awarded after a violation, the contractual penalty to be computed shall take into account any contracts and subcontracts awarded within a period of five years.

The amount of the contractual penalty shall not take into consideration those contracts in which the Seller can prove that Seller's violation of the provisions outlined in para 1. did not, by common knowledge, have any direct or indirect effect on the contract(s). For this purpose the procurement office shall, if requested via the Buyer, furnish the Seller with any documents and information in procurement office's remit that may be tendered in evidence.

Moreover, the contractual penalty shall not take into account contracts awarded after the violation was revealed.

Contractual penalties for providing outside occupation without clearance

1 The provision of part-time occupation which, in terms of labor or service legislation, amounts to an occupation pursued in addition to another or while in retirement, may constitute an inadmissible advantage under the provisions of the Contractual Penalties for Promising or Granting Advantages provision of this CCR. Prior to hiring a member of the Bundeswehr for any type of employment, including that of an expert or consultant and pursued as part-time occupation or while in retirement, the Seller shall insist on him submitting a clearance by the procurement office (the Federal Ministry of

Defense). The Seller shall also be obliged to employ a retired Bundeswehr civil servant or a retired career soldier with fewer than five years of retirement only if the latter have submitted a clearance by the procurement office (the Federal Ministry of Defense) for this purpose. Civil servants of the Bundeswehr who have retired at the age of sixty-five are subject to a time limit of three years. If the clearance for a specific part-time occupation was given subject to conditions, they are for the Seller to comply with.

2. Any violation of the provisions of para 1. by the Seller shall make Seller liable to pay to the Buyer's Customer's procurement office a contractual penalty amounting to ten times the remuneration paid since the date of violation. The amount of penalty shall be computed in conformity with the provisions of § 4 of the Federal Regulation on Part-time occupations as amended, and be based on the gross amount. For any other purpose the provisions of the Contractual Penalties for Promising or Granting Advantages provision of the CCR will apply mutatis mutandis. If requested by the Buyer or Buyer's Customer's procurement office, the Seller shall supply whatever information is required to compute the amount of the penalty.

Agreeing on Contractual Penalty Regulations with Subcontractors

When placing subcontracts the contractor shall agree with the subcontractor to observe the provisions of articles above subject to the proviso that when subcontracts are awarded the Buyer and or the Buyer's customer office shall be the covenantee of the promise to pay contractual penalties.