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# Reservation of Performance due to the Coronavirus (Covid-19)

Additional General Terms and Conditions  
of IBS – Technisches Büro GmbH

## **Due to the current situation, we have to make our offer subject to the following reservation of performance:**

In case IBS cannot fulfil its service obligations in full or in part or not on time in accordance with the concluded contract (hereinafter "Prevention from Performance") and if the Prevention from Performance is exclusively or at least primarily due to the Coronavirus pandemic (COVID-19), IBS's performance obligation shall be suspended for as long as the Prevention from Performance persists; any payment obligations of the Customer shall likewise be suspended for this period.

Circumstances that can lead to a Prevention from Performance are, for example, but not exclusively:

- (i) lockdowns, travel restrictions, contact prohibitions,
- (ii) quarantines ordered by the authorities, and other measures of the administration,
- (iii) general company measures of IBS,
- (iv) illness or quarantine of IBS employees, who are needed specifically for the fulfilment of the service obligations according to this offer, or
- (v) illness or quarantine of such a large number of employees, making it impossible for IBS to continue fulfilling its performance obligations for all customers in the course of ordinary business.

If circumstances become known to IBS, which lead to a Prevention from Performance, IBS shall inform the customer immediately thereof and, where possible, IBS shall indicate the expected duration of the Prevention from Performance at the same time.

If the Prevention from Performance persists for more than six months from the initial notification to the customer, both Parties shall be entitled to cancel the contract concluded on the basis of this offer by declaration to the other Party in text form, without observation of a notice period.

IBS, however, may not invoke circumstances that can lead to a Prevention from Performance, if these were known to IBS on submission of the offer or if it had no knowledge thereof due to gross negligence.

Any rights of IBS beyond this (e.g. based on statutory moratoriums/suspension of performance obligations) remain unaffected thereof.