



Annex to the ELABO order confirmation - Corona clause

1. General regulations

The parties are aware that the consequences of the so-called corona pandemic on this order are currently unpredictable.

However, the parties make it clear that health protection is their priority. The dangers of infection with the corona virus and its spread must be minimized by appropriate regulations as much as possible.

The parties agree that the projects should also be completed under these conditions. This applies to both process management at ELABO in Crailsheim as well as contractually agreed measures on site at the end customer (e.g. assembly, deliveries, service calls). These activities should only be suspended if further operation is no longer possible due to official or statutory orders or required health protection (e.g. official orders such as entry bans or other necessary health protection measures).

Taking the above into account, the parties are aware of the impairments and disabilities that arise in connection with the corona pandemic and disruptions are only possible with a maximum of partnership to be able to solve. The parties are therefore committed to a partnership, close and constructive cooperation based on trust, cooperation and transparency.

2. Obstacles / delays in project execution

- a) In the case of time delays that are credibly directly or indirectly related to the spreading corona virus (SARS-CoV-2 virus) and which credibly lead to the fact that the company ELABO (hereinafter referred to as AN) is disabled in the execution of its services, ELABO is entitled to a project extension, provided that the other legal requirements are met and he can credibly prove that the respective hindrance results in an extension of the execution period.

This applies regardless of whether the time delays are due to the fact that material and / or goods cannot be delivered on the planned date or whether the contractor himself, its suppliers or other third parties involved in the provision of services for the contractor due to illness, suspected cases or quarantine measures in connection with the corona virus (COVID-19 diseases) are prevented from providing services.



The parties understand suspicious cases to mean that the contractor, his supplier or other third party involved in the provision of services on behalf of the Contractor does not use employees who are not ill from the point of view of due caution. Suspicion of COVID-19 is e.g. justified if:

»In persons acute respiratory symptoms of any severity and contact with there is a confirmed case of COVID-19.

The same applies to delays based on the fact that the contractor or his suppliers could not use employees due to official restrictions / travel restrictions.

If the Client is unable to fulfill its obligations to cooperate due to circumstances directly or indirectly related to the spreading corona virus (SARS-CoV-2 virus) (e.g., due to an officially ordered interruption of the project or the reduced performance of authorities relevant for approval or an officially ordered isolation of the area in which the work is to be performed), the Contractor shall also be granted a right to an extension of the execution period.

- b. The client is aware that ELABO has not included in the schedule any days of delay due to the above causes.