

GENERAL TERMS AND CONDITIONS OF PURCHASE

1 | General provisions

1.1 | Formation of the contract, performance

We do not enter into contracts with consumers in the sense of article 13 of the German Civil Code (BGB).

All verbal agreements and changes and additions to legal regulations including these General Terms and Conditions of Business must be made in writing. This also applies to a change or cancellation of this requirement for the written form.

These terms and conditions also apply for future deliveries and services without our having to specifically refer to them or their inclusion again.

The general terms and conditions of business of the supplier of goods or provider of services (hereinafter the "Contractor") shall only apply if and to the extent that we (hereinafter the

"Client") declare our consent to these by explicit reference to it in writing. Simple reference to a letter of the Contractor that includes their general terms and conditions of business or refers to the same does not indicate consent to the validity of those general terms and conditions of business. The general terms and conditions of business of the Contractor are also not applicable if the Client, in the awareness of general terms and conditions of business of the Contractor that deviate from or oppose these General Terms and Conditions of Purchase, accepts the delivery/service without reservation.

Contracts that we conclude are subject solely to the present Terms and Conditions and, where these contain loopholes, are subject to the statutory law; deviating or supplementary terms and conditions of the other contracting party are not and shall not become part of the contract.

We reserve sole ownership and copyright and all industrial property rights to the documentation (copies, drawings, description and the like) relating to our orders and to all such

documents produced by us during execution of the contractual relationship. The documents may only be passed to third parties – including excerpts thereof – with our prior written agreement.

1.2 | Quotations

The Contractor's quotations and cost estimates are provided free of charge and are non-binding on the Client. In their quotation, the Contractor shall make express reference to any deviations from the Client's request and shall additionally offer the Client alternatives that are more favourable in technical or economical terms than what was requested.

1.3 | Prices, invoicing, payment

The agreed prices are net prices plus any value-added tax required by law. Invoices shall be drawn up for the deliveries and services provided that comply with the respectively valid legal requirements for invoices in accordance with the VAT legislation of the states whose VAT legislation governs the deliveries/services included in the invoice.

For each order, the Contractor must present a verifiable invoice which must include all mandatory information required under German law. The invoice must also indicate the full order number of the Client of the Contractor. Evidence of performance and other verifying documentation must be enclosed with the invoice. Invoices must correspond with the information in the order relating to description of goods, price, quantity, sequence of items and item numbers. The invoice should be sent to the invoicing address stated in the Client's order.

The Client will only make part payments if this is contractually agreed and the conditions for the due date are met, unless the Contractor is eligible for a claim under section 632a BGB and they provide the Client with corresponding security. The security must be provided by a directly enforceable suretyship of a financial institution or credit insurer with its main office in the EU, in accordance with German law. Unless otherwise agreed, time limits for payment begin

at the point of receipt of invoices that meet the above requirements.

Payment is made subject to confirmation of contractual compliance and completeness of the delivery/service. Payments do not indicate acceptance of the terms and conditions and prices shown in the invoice and do not affect the rights of the Client in respect of failure to properly provide the delivery/service, the Client's right of inspection and the right to query the invoice for other reasons.

If the Client pays licence fees to foreign Contractors, the Client is required to withhold tax at source in accordance with section 50a of the German Income Tax Act (EStG). This withholding requirement can only be waived or a reduction in the withheld tax is only possible if the Contractor has an

exemption certificate in accordance with section 50d of the German Income Tax Act.

1.4 | Delivery date, changes to deliveries/services

The Contractor must comply with the agreed dates and deadlines for deliveries and services. For compliance with the delivery date for delivery of goods, the deciding factor is that defect-free goods are delivered to the Client during usual business hours with the necessary shipping documents to the place stated in the order (hereinafter the "destination"). If a delivery with installation/service is agreed, the handover of the defect-free goods following proper execution of the installation/service is the deciding factor for compliance with the deadline. If acceptance is legally prescribed or agreed in the contract, the point in time at which acceptance happens is the deciding factor. Early deliveries/services or partial deliveries/partial services require the prior written agreement of the Client.

If the Contractor realises that they are unable to fulfil their contractual obligations or unable to do so on time, they must notify the Client in writing without delay, stating the reasons and expected duration of the delay. The unconditional acceptance of a delayed (partial) delivery/(partial) service does not indicate that

the Client is waiving their rights or claims in relation to failure to provide the (partial) delivery/(partial) service on time.

Changes to the object being delivered or service being provided require the prior written approval of the Client.

The Contractor is obliged to request any documents or other agreed cooperative action required from the client for the execution of the contract in a timely manner.

1.5 | Quality of the delivery/service

The Contractor is responsible for the defect-free nature of deliveries and services, in particular compliance with the agreed product and service specifications, and furthermore for the presence of contractually guaranteed properties and features. The Contractor also guarantees that the deliveries and services correspond to the latest technology and – where relevant – to the generally recognised standard of safety technology, occupational health and hygiene, are carried out by qualified personnel and in keeping with all relevant legislation at the destination. If the delivery includes machines, devices or systems, these must comply with the requirements of the specific safety provisions for machines, devices or systems in force at the time of contract fulfilment and must have a CE marking.

The Contractor must ensure that all substances contained in the goods have been effectively preregistered, registered (or excluded from the registration obligation) and, where relevant, are permitted for the uses notified by the Client, in conformance with the essential requirements of the REACH legislation.

1.6 | Rights in case of defects, statute of limitations

In the event of defects, the Client is entitled to demand subsequent performance in accordance with the legal provisions. The Client can choose the nature of the subsequent performance. The place of subsequent performance is the Client's choice of destination or the place of acceptance, if such a place is legally prescribed or contractually agreed, or

some other delivery place of the goods, provided that this was known to the Contractor on entering into the contract. The Contractor must bear the expenses required for subsequent performance. When processing the subsequent performance, the Contractor must comply with the official complaint of the Client. If subsequent performance is not provided within a reasonable period of time, if it fails or if setting a deadline was considered superfluous, the Client is entitled to enforce the further legal rights in the event of defects. If subsequent performance is not provided within a reasonable period of time, if it fails or if setting a deadline was considered superfluous, the Client is additionally entitled to rectify the defect themselves or to have it rectified by a third party at the Contractor's cost and risk and to demand compensation for the necessary expenses from the Contractor. Setting a deadline is considered superfluous, in particular, if there is a risk of disproportionately high damages and the Contractor cannot be contacted. In other respects, the legal provisions apply. Any further rights of the Client arising from statutory liability for defects or from guarantees provided by the Contractor remain unaffected.

If the subject of the warranty for defects is the delivery of a building, or of goods that, in accordance with their usual manner of use, have been used for a building and have caused the defectiveness thereof, or the performance of a task, the success of which lies in the rendering of planning or monitoring services for a building, claims against the warranty for defects expire within five years of delivery of the goods, in the event of delivery, or from the point of acceptance, in the event of performance of a task. Warranty claims other than those in the preceding clause expire within a year of delivery of the goods or from the point of acceptance of the task, with the exception of claims for payment of compensation, which expire within two years of delivery of the goods or the acceptance of the task. The statute of limitation in respect of the warranty for defects other than those for which subsequent performance has been provided ends at the latest on expiry of the original warranty period.

If the Client waives claims for defects, this is only effective if it is expressly declared in writing.

1.7 | Liability, insurance

Unless otherwise specified in these General Terms and Conditions of Purchase, the Contractor is liable in accordance with the legal provisions.

The Contractor is required to maintain sufficient liability insurance, at their own cost, to cover damages for which they and their vicarious agents are responsible. Proof of the size of sum insured per damage event must be provided to the Client on request. The liability of the Contractor is not affected by the scope and size of their insurance protection.

1.8 | Force majeure

If one of the Parties should be unable to fulfil a contractual obligation owing to an unforeseeable event that is outside the control of a contractual party and that is not connected with their business operations, that was caused externally by elementary natural forces or by the actions of third parties, that was unforeseeable based on human insight and experience, that could not be prevented or rendered harmless through economically bearable means even with extreme care that is reasonably to be expected according to the circumstances, and that the affected Party should also not have simply accepted owing to its frequency (**"force majeure"**), such as war, unrest, natural disasters, strikes, export and import restrictions, epidemics and pandemics caused by infectious diseases, the relevant obligation is suspended for the duration of the force majeure and for a reasonable period thereafter, to put the affected Party in the position to restore their ability to fulfil their obligations. The affected Party shall inform the other Party without delay about the force majeure event and the suspension of the relevant obligations, and about the expected duration of this suspension. If the other Party has already rendered return services in relation to the suspended contractual obligation, these must be reimbursed to the other Party without delay. If the obligation of one Party is suspended for more than three months in

accordance with the above provisions, the other Party may partially terminate the contract in respect of the services that have not yet been provided. In view of the circumstances of the contractual relationship overall, if the terminating party has no further interest in the services already rendered, they can terminate the contract as a whole. A Party is not liable for damages caused by a force majeure event and for which the Party is in no way at fault.

1.9 | Workplace health and safety

The Contractor is required to comply with the statutory provisions and the regulations of the German occupational insurance schemes (BGV) relating to occupational health and safety and with the corresponding contractually stipulated specifications. They must ensure that any risk to the health and safety of the personnel employed to carry out the services by them and by their direct and indirect subcontractors is eliminated. Other contract-specific provisions can be found in the relevant factory or construction site regulations.

1.10 | Code of Conduct for Contractors

The Contractor is obliged to comply with the laws and provisions of the respectively applicable legal system(s) and with the GRITEC Code of Conduct. The GRITEC Code of Conduct defines the principles and requirements on suppliers in respect of their responsibility towards people and the environment.

1.11 | Energy efficiency and sustainable energy use

The Client operates a certified energy management system in accordance with DIN EN ISO 50001. The continuous improvement of

energy efficiency is a strategic corporate objective. Against this background, the energy efficiency of products, services and processes is a key decision-making criterion in the procurement process.

When preparing its offers, the Contractor undertakes to list energy-efficient

(“economical”) alternatives to the products or services offered – where available – and to offer these as an option. If more energy-efficient alternatives demonstrably exist, the Contractor shall inform the Client of this without being asked.

The Contractor shall ensure compliance with all statutory regulations in connection with energy efficiency, in particular the provisions of the German Energy Services Act and other energy efficiency measures (EDL-G). The operation of its own certified energy management system in accordance with DIN EN ISO 50001 is expressly welcomed.

If the Contractor provides services on the Client's premises, it undertakes to use energy responsibly and sparingly. Any negligent or avoidable waste of energy must be avoided.

The principles formulated here are part of the company policy. They also apply to all persons commissioned by the Contractor who work on behalf of the Contractor on the Client's premises or construction sites. The principles will be made available to the Contractor on request.

1.12 | Violation of industrial property rights

The Contractor guarantees that the delivery and/or service and use thereof in accordance with the contract does not violate any patent rights, copyrights or other trademark rights of third parties. Without prejudice to other legal claims, the Contractor releases the Client from all claims by third parties that are asserted against the Client owing to violation of the abovementioned property rights if these claims are based on a culpable breach by the Contractor. Licence fees, expenses and costs that are incurred by the Client in order to avoid and/or settle property rights violations will be borne by the Contractor in this case.

1.13 | Assignment, change of name, offsetting, retention

The Contractor may transfer to third parties the rights and obligations arising from the contract

with the Client only with prior written agreement of the Client.

The Contractor must notify the Client without delay and in writing of every transfer of contract arising by act of law and every change of company name.

The Client may transfer to a company affiliated with the Client in the meaning of article 15 of the German Stock Corporation Act (AktG) the rights and obligations arising from the contract with the Contractor at any time without the prior agreement of the contractor.

The Contractor is only entitled to offset undisputed or legally established claims. The Contractor has a right of retention only if the claim against which the right of retention is asserted comes from the same contractual relationship.

1.14 | Contractual penalty

If a contractual penalty is agreed and is incurred, the Client can claim this until the final payment is due without having reserved the right to do so in accordance with section 341 para. 3 BGB.

1.15 | Termination, withdrawal

The right of the Client for ordinary termination of or withdrawal from the contract is in accordance with the legal provisions, provided no regulation has been agreed separately.

In the event of termination for cause, the contractual services verifiably rendered by the Contractor up to the point of termination shall be remunerated on presentation of the relevant documents. Any payments already made by the Client are credited against the remuneration or, in the event of overpayments, must be repaid. Further legally prescribed rights and claims of the Client, in particular for compensation, are not affected.

If the Contractor has requested documents, papers, plans and drawings from the Client in the context of the contractual working relationship or for the purpose of executing same, these must be returned to the Client without delay in the event of termination by a

contractual partner. This applies likewise in the case of withdrawal of the contract.

1.16 | Applicable law, place of jurisdiction, partial nullity; written form

The applicable law for these Terms and Conditions of Business and for all legal relationships between us and the ordering party is that of the Federal Republic of Germany. The Hague Convention of 01.01.1967 relating to uniform laws on the international sale of goods and the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules applicable in Germany do not apply. Karlsruhe is the sole place of jurisdiction for all disputes arising from or in connection with the contractual relationship. The same place of jurisdiction applies if the ordering party has no place of general jurisdiction in the Federal Republic of Germany at the time of initial legal proceedings. However, we are entitled to take action against the ordering party in their place of general jurisdiction. If a provision in these Terms and Conditions of Business or a provision in the context of other agreements should be or become ineffective, this shall not alter the effectiveness of all other provisions or agreements. The Parties are agreed that the ineffective provision shall be replaced through an interpretation of the remaining provisions of the contract which allows the originally intended contractual purpose and the business purpose of the ineffective provision to be achieved in a legally permissible manner.

2 | Special provisions for deliveries

For deliveries of goods, the following provisions apply in addition to the above provisions under I.:

2.1 | Delivery

The delivery of goods must take place to DAP destination (Incoterms 2020). If, in individual cases, we have agreed with the Contractor free-of-charge delivery to the construction site by

truck on passable streets approached at ground level with unloading, in these cases DPU applies (Incoterms 2020).

2.2 | Shipping and packing

The Incoterms valid under clause II.1 apply for shipping and transfer of risk.

The delivery note and inspection certificates in accordance with the agreed specifications and other documents should be enclosed with the delivery, unless otherwise agreed. Where known, the following should be listed in all shipping documentation and, for packaged goods, on the outer packaging: order number, gross and net weight, number of packed items, type of packaging (reusable/disposable), completion date and destination (unloading point) and, for projects, the project number.

For deliveries to third countries (imports), the Client should be noted as the importer (declarant) in the shipping documents. The Contractor should support them by providing all the documents and information required for them to produce a complete and correct import declaration and submit it to the relevant customs authorities in conformity with the customs regulations in the country of import.

The Contractor should safeguard the interests of the Client carefully during shipping. The goods should be packaged using packing materials approved at the destination in such a way that transport damage is prevented. The Contractor is liable in accordance with the legal provisions for damages resulting from improper packing. In the case of domestic deliveries, at the Client's request the Contractor shall collect or arrange for third parties to collect any wrapping, transport packaging and sales packaging accumulating at the destination.

The Contractor must pack, label and ship hazardous products in accordance with the relevant national and international regulations. The Contractor shall fulfil all obligations on the supplier (in the sense of article 3(32) of Regulation (EC) No 1907/2006 (hereinafter "REACH legislation")) relating to delivery of goods in accordance with the REACH legislation. In particular, in all cases prescribed

in article 31(1) to 31(3) of the REACH legislation, the Contractor will make available to the Client a safety data sheet as per article 31 of the REACH legislation, in the language of the recipient country.

2.3 | Notification of defects and liability for defects

Provided the commercial obligation to examine goods and give notice of defects (as per section 377 of the German Commercial Code (HGB)) applies, the Client shall notify the Contractor of obvious defects within ten (10) days of delivery. Defects that are only identifiable after this date must be reported by the Client within ten (10) days of discovery.

2.4 | Origin and status of goods

The Contractor shall provide a non-preferential origin of the goods (country of origin) in commercial documents. If applicable, the Contractor shall additionally provide a Movement Certificate A.TR. At the Client's request, the Contractor shall provide a certificate and/or document of origin for the (preferential) origin of the goods.

The goods must fulfil the origin requirements of the bilateral or multilateral preferential agreements or the unilateral origin conditions of the Generalised System of Preferences for beneficiary countries provided the deliveries referred to are in the context of these movements of goods.

3 | Special provisions for work, installation, servicing and maintenance activities

For provision of installation, servicing, maintenance or work activities, the following provisions apply in addition to the above provisions under I.:

3.1 | Performance of services

In principle, the Contractor must perform the services themselves. Passing the order on, even if the supplier is delivering in their own

name, is only permitted with our written agreement.

In executing the contract, the Contractor must fulfil the Client's requirements as specified in the contract in relation to workplace safety and to occupational health and environment protection.

If the Contractor intends from the outset to employ third parties to fulfil the contract, the Contractor must notify the Client of this in their quotation.

3.2 | Acceptance

If acceptance by the Client is legally prescribed or contractually agreed, the Client can refuse to confirm acceptance and can withhold any part payments linked to this if the service has not been completed in full or is defective. This also applies in the event of an agreed acceptance date or a deadline for acceptance for the Client set by the Contractor.

An acceptance report, signed by both contractual partners, should be drawn up in the presence of the Client and the Contractor at a prearranged meeting for the acceptance of the contractual service. If the Contractor or their representative does not attend the acceptance meeting, the Client is entitled to perform the measurement themselves and to invoice for it. An original copy of the acceptance report signed by both parties with legally binding signatures is a prerequisite for payment and a copy should be enclosed with the invoice. Indication in the acceptance report of defects that have been determined counts as a reservation. A rectification deadline specified in the acceptance report for the defects applies as the deadline for subsequent performance.

The costs of a repeated acceptance, which either contractual partner can request, must be borne by the partner who is responsible for the repetition.

3.3 | Statutory minimum wage, German Posted Workers Act, ban on unlawful employment

The Contractor must ensure that the workers employed by them or by the subcontractors or

personnel service provider they employ for the execution of contracts with the Client receive the statutory minimum wage in accordance with the German Minimum Wage Act (MiLoG) or at least the minimum hourly rate of pay on the basis of the statutory order enacted in accordance with section 3a of the Temporary Employment Act (AÜG) or, if the services to be rendered fall within the scope of the German Posted Workers Act (AEntG), receive the respectively prescribed minimum wage for the industry. The Contractor must also ensure that mandatory obligations for payment of contributions to social insurance carriers, German occupational insurance schemes and other institutions such as the joint bodies of the parties to the collective agreement listed in article 8 AEntG are met.

In the selection of subcontractors or personnel service providers, the Contractor will examine fulfilment of the preconditions as per the abovementioned framework and commit them to compliance therewith in writing. He must also have them confirm in writing that they will insist on compliance with the requirements from subcontractors or personnel service providers that they themselves appoint.

In the event that the Client has been justifiably called on by an employee of the Contractor or by an employee of a deployed subcontractor of any level or of a personnel service provider as a guarantor for payment of statutory minimum wage or the minimum wage for the industry or by one of the bodies of the parties to the collective agreement listed in article 8 AEntG for payment of contributions, the Contractor will release the Client from these claims.

The Client is entitled to terminate the contract with the Contractor without observing a notice period if the Client has justifiably been called on under the guarantor's liability in accordance with MiLoG or AEntG.

Furthermore, the Contractor shall be liable to the Client for any damages accruing to the Client resulting from the culpable non-compliance with the abovementioned obligations. Unlawful employment of whatever type is to be avoided.

3.4 | Obligations on the Contractor to vacate premises on termination of the contract

In the event of termination of the contract for whatever reason, the Contractor must, without delay and at their own expense, take care of the disassembly and removal of their systems, tools and equipment that they have set up or stored at the Client's premises for the purpose of fulfilling the contract. Any waste and construction rubble caused by the Contractor's work must likewise be removed and disposed of properly by the Contractor without delay and at their own expense. If, after expiry of a reasonable grace period, the Contractor does not meet these obligations, the Client may carry out this work themselves or commission a third party to do so and invoice the Contractor for the costs accrued.

3.5 | Ban on advertising

The Contractor may refer to the existence of a business relationship with the Client only with prior written agreement of the Client or to the extent that this is unavoidable for execution of the contract.

4 | Special provisions for heavy haulage and crane services

For transportation or crane services, the following provisions apply in addition to the above provisions under I.:

4.1 | Performance of services

Services are performed solely on the basis of the most recent version of the General Terms and Conditions of Business of the Federal Specialist Group for Heavy Loads and Crane Work (AGB-BSK Kran und Transport).

4.2 | Transport services

The Contractor is responsible for their own compliance with the regulations on driving times and rest periods, the applicable regulations relating to workplace health and safety and environment protection, accident prevention

and working time regulations as well as applicable cabotage regulations.

The Contractor can only bring a claim in relation to downtimes to the extent that these have been caused by the Client or the Client's vicarious agents deliberately or through gross negligence.

4.3 | Crane services

The Contractor must designate the requirements to be observed for installation of the crane, in observance of the radius of the crane specified by the Client in their request, in relation to making secure the place of installation and access to the place of installation in good time before execution of the order. The Client assumes no liability for damages and costs arising as a result of incorrect or insufficient information.

The commissioning of crane work, in particular lifting, moving and changing the location of loads for work purposes with the aid of lifting gear, is carried out exclusively as the performance of one or more agreed lifting manoeuvres by the Contractor in accordance with their instructions and arrangements, in the sense of service type 2 of the AGB-BSK Kran und Transport.