



GENERAL PROCUREMENT TERMS AND CONDITIONS OF THE SEFE SECURING ENERGY FOR EUROPE GMBH AND ITS AFFILIATED COMPANIES LOCATED IN GERMANY

1 GENERAL PROVISIONS

1.1 The SEFE group consists of SEFE Securing Energy for Europe GmbH (located in Berlin) and its affiliated companies as per §15 AktG (German Stock Corporation Act) located in Germany (<https://www.sefe-group.com>). The company of the SEFE group receiving goods or services is designated SEFE company.

1.2 The general terms and conditions (GTC) are an element of the contracts of goods and services between the service provider ("contractor") and the SEFE company ("client"). The GTC are applicable for all purchase orders and Rfx of the SEFE company (client) except for construction services, standard software, consulting, and training. They apply for all future deliveries, services, and quotes to the client, even when they are not again specifically agreed upon.

1.3 Terms and conditions of the contractor or third parties shall not apply unless the client has expressly agreed to their validity in writing. These General Terms and Conditions shall also apply exclusively if the client orders or accepts the delivery or service of the contractor or third parties in knowledge of the business conditions of the contractor or third parties.

2 COMPONENTS OF THE CONTRACT AND THEIR RANK ORDER

The following rank order shall apply to the type and scope of services by both parties:

- the individual agreement concluded between the Client and the Contractor on the basis of these T&C;
- the provisions of the tender, the order, the description of the service, performance or execution;
- these T&C.

3 ORDER, OFFER, TENDER

3.1 Only written orders by the Client shall be binding. Oral collateral agreements in respect of the order shall only be binding if the Client confirms them in writing.

3.2 The Contractor shall accept the order in writing without delay and within 5 working days at the latest.

3.3 The Contractor's offer shall precisely observe the specification and the wording of the tender. If the Contractor considers it necessary to deviate from the specification pursuant to the tender, e.g. owing to errors or inconsistencies, it shall expressly point this out to the Client.

3.4 The Client shall not be charged for price quotes, offers, offer presentations and tenders including preparatory works.

3.5 If the Contractor makes use of other companies (subcontractors) to provide the service, its obligations vis-à-vis the Client shall remain unaffected hereby.

3.6 The Client may, within the framework of what is reasonable and fair, request changes to the quality and quantity of the goods to be delivered in return for an adjustment of the consideration where and insofar as this is reasonable taking account of the interests of the Contractor. The changes may not be such that it is fair to assume that the Contractor would not have concluded the agreement had it been aware of the changes in advance. Any changes shall be in writing.

3.7 Each party can request that the other party provide the names and contact details of one or more contact persons before commencement of contractual performance.

4 USE OF SUB-CONTRACTORS

The use of third parties (including sub-contractors) for fulfilling contracts resp. exchange of third parties requires the prior written parties for contract fulfilment, the contractor has to inform the client in his quote.

5 PERFORMANCE OF DELIVERIES

5.1 The delivery period stated by the Contractor in the order or otherwise agreed (delivery date or deadline) is binding. Making early deliveries is not permissible. The delivery must correspond to the order in terms of execution, scope and apportionment. When making the delivery, the Contractor shall take account of the local public holidays at the place of delivery.

5.2 All deliveries shall be DDP (Incoterms 2010) to the place of delivery stated by the Client in the order.

5.3 The Contractor shall attach accompanying goods documents to the deliveries (especially: packing slips, delivery notes or copies of invoices) which clearly indicate the name and address of the Contractor, the order number, net weight,

country of origin, invoice value of the consignment as well as the Contractor's VAT ID number, the HS number (of the harmonised movement of goods), the number of packages, the mode of transport and the place of delivery. Furthermore, the Contractor shall enclose the accompanying goods documents, quality assessment/test certificates and - where appropriate - simple or extended safety data sheets.

5.4 The contractor ensures that all substances in his delivered goods and products are, for the announced usage of the client, effectively registered, pre-registered (or exempt from the duty to register) in accordance with the applicable requirements of the REACH-regulation, and, if applicable, approved. For goods and products within the meaning of article 7 of the REACH-regulation the preceding sentence applies to substances released by these goods and products.

5.5 The contractor informs the client without delay in case one of the components of the goods and products includes a substance in a concentration of more than 0.1 mass percent (W/W) that fulfils the criteria of articles 57 and 59 of REACH-regulation (so-called substances of very high concern). This applies also to packaging products.

5.6 The Contractor shall always choose the transportation options which are the cheapest for the Client. The deliveries shall be packaged to avoid damage during transportation.

5.7 The Contractor shall inform the Principle in writing without delay giving reasons as soon as it can foresee that it cannot meet its contractual obligations, especially the delivery period, or that completion within the agreed timeframe is improbable. The Contractor shall propose ways of avoiding or minimising default. This shall not have an influence on the time when default commences.

5.8 The Contractor may only invoke the lack of necessary documents to be provided by the Client

if it has not received these documents, despite a prior written request, within a reasonable period.

5.9 The Contractor shall, on request by the Client – for example, for operational reasons – discontinue all work or temporarily or permanently suspend it. In this case the parties shall meet and discuss the resulting financial and other consequences. The Contractor's statutory rights, to which it is entitled on the basis of default on the part of the creditor, shall remain unaffected.

5.10 Signing the delivery note shall not be construed as acknowledgement that the goods supplied are in accordance with the agreement.

5.11 The Contractor shall dispose of or remove any waste resulting from the delivery at its own cost in accordance with the legal regulations on waste. Title, risk and the legal responsibility for waste shall pass to the Contractor from the time when the waste results.

5.12 The Client shall inspect the delivery within a reasonable period after it is delivered for any deviations in terms of quality or quantity. A notice of defects shall be regarded as being on time if it is received by the Contractor within a period of 3 working days, calculated from delivery of the goods or, in the case of concealed defects, from discovery. Where there is a defect, the Contractor shall bear the costs of inspecting the defect.

Acceptance of a late delivery shall not be construed to mean a waiver of any of the claims to which the Client is entitled owing to the delay.

6 PERFORMANCE OF SERVICES

6.1 The Contractor shall perform its services on its own authority. Services to be performed on the business premises of the Client or a company affiliated with the Client may not impede their business operation and third parties more than is unavoidable. The Client's instructions or the instructions of its representatives must be

followed in this respect. This applies especially to orders issued by the Client for safety reasons.

6.2 The service must correspond to the order in terms of execution, scope and apportionment. The Contractor shall hand over and assign to the Client all services and documents (e.g. reports, organisation plans, drafts, drawings, schedules and calculations, IT systems and programs) to be drawn up by the Contractor.

6.3 The Contractor shall quote its supplier number and the Client's order number in all correspondence and on documents and invoices. Furthermore, the Contractor shall attach proof of performance and - where appropriate - quality assessments/test certificates.

6.4 The Contractor reserves the right to monitor and inspect the status of the work and that it meets the contractual requirements as well as the materials being used. The Contractor shall provide the Client with all information it requests. The tests carried out by the Client do not release the Contractor from its warranty and liability.

6.5 Payments as well as confirmations of receipt by the Client on proof of performance shall not be deemed to constitute acceptance by the Client and shall not affect the Client's liability and warranty claims.

6.6 Acceptance of a late service shall not be construed to mean a waiver of any of the claims to which the Client is entitled owing to the delay.

7 CHANGE REQUESTS

The Contractor shall notify the Client in writing without delay of any changes to the delivery dates or any necessary amendments to the scope of service. The parties shall then come to an agreement. The procedure shall be documented. Decisions on change requests shall be sent to the Client within 15 calendar days after receipt of the request. Requests which are

not processed and decided on and notified to the Contractor within the agreed period shall be regarded as having been rejected and shall therefore not become part of the agreement.

8 ENVIRONMENTAL PROTECTION, SAFETY, HEALTH AND SAFETY, AND QUALITY

- 8.1 The Contractor shall perform all deliveries and services in accordance with the current state of the art and without defects.
- 8.2 When performing its services the Contractor shall take the necessary measures to prevent accidents and in doing so shall, in particular, observe the provisions of the German Occupational Health and Safety Act (*Arbeitsschutzgesetz*), the German law on technical work materials (*Gesetz über technische Arbeitsmittel*), the provisions on hazardous substances and the generally recognised rules on technical safety and occupational health.
- 8.3 The Contractor shall take account of the respective valid statutory and official provisions and the Client's operational rules and regulations. The Contractor shall indemnify the Client on its first request against all damage and costs (including the costs of legal action) which result from a culpable breach of legal norms.

9 ORIGIN OF GOODS AND PRODUCTS

- 9.1 The contractor states the non-preferential origin of the goods and products (country of origin) in the trade papers and will provide the original certificate of origin for the goods and products upon demand of the client.
- 9.2 Goods and products have to fulfil the conditions of origin of bi- or multilateral preferential arrangements or the unilateral conditions of origin of the Generalised Scheme of Preferences

for beneficiary countries (GSP), as long as deliveries are within such movements of goods.

10 SAFEKEEPING AND HANDING OVER OF DOCUMENTS

The Contractor shall keep safe all documents regarding contractual performance for the statutory periods so that the expenses incurred and obligations can be confirmed at any time. Where there is a justified interest, the Contractor shall hand over copies of all documents relating to the agreement to the Client unless these cannot be handed over to the Client for internal operational reasons.

11 PRICES, INVOICING AND PAYMENT

- 11.1 The price stated in the order is a binding fixed price in euros plus value added tax. Each invoice must state the statutory value added tax separately. Once the delivery/service has been performed, the invoices must be sent – separately for each order – to the invoice address stated in the order or to the Client's head office. The invoices must quote the order numbers and all calculation documents (lists of materials, proof of performance, measurements, etc.) must be attached. Invoices for part deliveries/services must be marked "Part delivery invoice" or "Part service invoice" and final invoices with "Remaining delivery invoice" or "Remaining service invoice".
- 11.2 The Contractor shall be responsible for all consequences which result from not observing the obligations set out in 9.1 unless it proves that it was not responsible for these.
- 11.3 The price stated in the order includes all costs for transportation, customs handling, insurance and packaging.
- 11.4 Payments shall be made after performance of the contractual service and 14 days after receipt of the invoice with 3% discount or 30 days after

receipt of the invoice net. A payment made by the Client shall not be construed as acknowledgement.

11.5 In the case of default with payment the Client shall owe default interest of five percentage points above the base interest rate in accordance with section 247 of the German Civil Code (*Bürgerliches Gesetzbuch* - BGB).

11.6 The Client can request that the Contractor provide an unrestricted and irrevocable directly liable bank guarantee from a credit institution acceptable to the Client as security for performance of the contractual obligations.

12 SET-OFF AND PROHIBITION ON ASSIGNMENT

12.1 The Client shall be entitled to the statutory set-off and retention rights. The Contractor shall only be entitled to set-off and to exercise the retention right insofar as the claim has been recognised or has been established with binding legal effect.

12.2 Assignments and other transfers of rights and obligations of the Contractor outside of the area of application of section 354 a of the German Commercial Code (*Handelsgesetzbuch* - HGB) are excluded. Exceptions shall only be valid with the Client's prior consent.

13 WARRANTY FOR DEFECTS

13.1 The statutory warranty provisions apply unless otherwise stated below.

13.2 Subsequent performance must be made taking account of the Client's operational requirements. Instead of subsequent performance, the Client can demand a reduction of the purchase price in accordance with the statutory provisions on reduction (section 441 German Civil Code (*Bürgerliches Gesetzbuch* - BGB)) without the preconditions for rescission having to be met.

13.3 The Contractor shall indemnify the Client on its first request against all claims of third parties filed owing to defects, infringement of property rights

of third parties or product damage to its delivery/service for the proportion for which it is responsible.

13.4 The limitation period for claims for defects shall be extended by the time between when the defect is notified and when the defect is remedied.

13.5 Insofar as parts of the subject of the agreement are modified or replaced by other parts in the framework of the warranty, the Contractor shall replace the spare or replacement parts at the Client at its own cost.

13.6 In the event of a rescission, the Contractor shall bear the costs of dismantling and returning the object concerned and shall be responsible for disposing of it.

14 LIABILITY OF THE CONTRACTOR AND CONTRACTUAL PENALTY

14.1 The Contractor shall be liable for a breach of its contractual obligations on the basis of the statutory provisions. The Contractor shall also be liable on this basis for the fault of its statutory representatives, employees and other vicarious agents and subcontractors.

14.2 The client may at any time transfer his rights and obligations from the contract with the contractor to any company of the SEFE group without previous approval of the contractor. The supplier shall be responsible for all claims made by third parties owing to personal injury or damage to property caused by the product it supplied being faulty and shall indemnify the Client against the resulting liability.

14.3 In the case of culpable delivery delays or delays with performance of the service, the Client can, after sending a prior written warning, claim a contractual penalty of 0.2 % for each working day of the delay commenced up to a maximum of 5 % of the gross contract value. The contractual penalty shall be offset against the default damage to be paid by the Contractor. The Client is entitled

to offset contractual penalties not claimed with the respective next instalment due.

15 LIABILITY OF THE CLIENT

15.1 The Client shall only be liable for the infringement of contractual obligations if it is responsible for the breach of duty. The Client shall be liable for intent and gross negligence, also on the part of its statutory representatives and vicarious agents.

15.2 The Client shall only be liable for slight negligence where there has been an injury to life, body or health as well as where the damage caused results from a breach of essential contractual obligations. Essential contractual obligations shall be those which protect the essential contractual legal positions of customers which the agreement must grant it on the basis of its content and purpose. Contractual obligations which must be fulfilled in order for the agreement to be properly performed at all and the observation of which the customer regularly relies and is entitled to rely upon shall also be essential contractual obligations.

15.3 In the event of a breach of essential contractual duties which are not based on intent or gross negligence and do not result in injury to life, body or health, the Client's liability shall be limited to the damage which the Client had foreseen as a possible consequence of breach of contract when concluding the respective agreement or should have foreseen taking account of the circumstances of which it was aware or should have been aware.

16 INSURANCE

16.1 To insure the typical risks of the agreement, especially statutory liability claims owing to injury to persons as well as damage to property and financial losses, the Contractor shall take out business liability insurance with cover amounts which are proportionate to the contract value and liability risk and provide evidence of this to the Client on request.

16.2 If the Contractor does not provide evidence of adequate insurance cover on request by the Client, the Client shall be entitled to rescind the agreement or terminate the agreement with immediate effect.

17 TERMINATION OF THE AGREEMENT

17.1 If the contract is a continuing obligation, it can be terminated without prior notice for good cause. A good cause exists if the contractor violates a contractual obligation and does not remedy the situation within a reasonable period and threat of termination set by the client, or if the contractor has been unsuccessfully warned by the client or if the other contractual partner has suffered a material deterioration of assets that endangers the performance of the contract, or if the other contractual partner does not fulfil his obligation to pay taxes or social security contributions, or if further execution is or becomes inadmissible in whole or in part due to statutory or official regulations. Further statutory rights of the client to terminate, terminate for good reason, or withdraw from the contract for good cause remain unaffected by this provision.

17.2 In the event of withdrawal or termination, the client may require from the contractor the handover of manufactured or purchased parts and materials, in whole or in part, as well as documents, records, plans and drawings obtained within the scope of the contract.

17.3 In the event of termination of the contract, for whatever reason, the contractor shall immediately dismantle and remove his tools and equipment at his expense, provided that he has set up or stored those at the client for the performance of the contract. Any waste and building rubble caused by the work of the contractor shall also be removed immediately by the contractor at its expense and disposed of professionally. If the contractor does not comply with these obligations, the client may, after a

reasonable period of time has passed in vain, carry out these works itself or commission a third party and invoice the costs incurred to the contractor.

18 ETHICS, SUSTAINABLE DEVELOPMENT AND MILOG

18.1 The Contractor accepts its social responsibility for sustainable development. It especially undertakes

- not to commission or to make use of any work carried out by children, slaves or prisoners or which is based on any other form of forced labour;
- not to enter into any employment relationships on the basis of abuse or corruption;
- to refrain from any form of discrimination within the company or vis-à-vis third parties;
- to pay the statutory minimum wage;
- to handle environmental resources carefully in connection with the product design, production as well as use and the disposal or recycling of goods.

18.2 The Contractor shall additionally provide the Client with anonymous wage and salary lists for inspection on request. If the Contractor does not meet this request or breaches these requirements, the Client shall be entitled to rescind the agreement or to terminate the agreement with immediate effect.

18.3 The Contractor shall ensure and is responsible for ensuring that its suppliers, sub-suppliers and subcontractors also undertake to meet the obligations set out in 16.1.

18.4 The Contractor shall provide a self-disclosure about its observance of these obligations in its organisation free of charge and without delay on request by the Client and shall additionally supply the Client with all information which the Client (additionally) requests in this connection. In the case of an agreement with a term of several

years, the Client can also request that the Client regularly update this information.

19 PUBLICATION AND ADVERTISING

19.1 The Contractor shall not be entitled to evaluate or publicise the business relationships with the Client in publications or for advertising purposes.

19.2 Exceptions shall only be permitted on the basis of a written agreement.

20 TRAVEL EXPENSES

Travel and accommodation expenses as well as travel time shall only be reimbursed by the Client if this has been agreed in writing in advance.

21 CONFIDENTIALITY

21.1 The parties undertake to treat the content of the agreement and all of the information they receive in connection with the performance of this agreement strictly confidentially and not to make it accessible to third parties, providing that this is not necessary for proper performance, including obtaining consent to this agreement from the supervisory bodies of the parties. This applies especially to

- customer and connection data;
- data of potential customers;
- supplier/dealer data;
- information regarding network expansion and development measures;
- information about economic criteria for the assessment of connections and network developments;
- documents, images, drawings, calculations and other documents which the Contractor has received from the Client.

21.2 The Contractor undertakes to impose an obligation corresponding to 20.1 on its employees and any third parties of which it avails itself in connection with performing its deliveries and services.

21.3 Where information is passed on to third parties, the information passed on must be restricted to the scope necessary to achieve the exceptions already mentioned and these third parties must,

in turn, also be subjected to a confidentiality obligation with respect to the information received. This does not apply to third parties who are legally or by rules of professional conduct bound to secrecy.

21.4 Each party is entitled to pass on confidential information if and to the extent that it is under an obligation to disclose this information on grounds of statutory provisions or an official or court order. In this case the party concerned shall ensure that the relevant information is marked as confidential.

21.5 Excluded from the above provisions is the disclosure of information to affiliated companies within the meaning of section 15 of the Stock Corporation Act (*Aktiengesetz - AktG*), which must, in turn, also undertake to observe confidentiality with respect to the information received, and information that was public knowledge when the agreement was concluded or later becomes public knowledge providing that this is not a result of a breach of this confidentiality obligation. This confidentiality obligation shall also apply after the end of the agreement.

22 DATA PROTECTION

22.1 The client processes personal data of the contractor or of representatives and employees of the contractor or other persons employed by the contractor as described in more detail on the website of SEFE Securing Energy for Europe GmbH (<https://www.sefe-group.com/datenschutz.html>) under "Data Privacy Statement". Those concerned are entitled to the rights described in more detail there. The contractor commits himself to inform its representatives, employees or other persons affected by the data processing in connection with this contract of the aforementioned "Data Privacy Statement".

22.2 Where the Contractor becomes aware of personal data of employees or customers of the Client in the course of performing the contract, the Contractor undertakes to comply with data secrecy in accordance with the statutory provisions. The Contractor undertakes to only use employees to perform the work who have undertaken in writing to observe data secrecy after first being made duly aware of the data protection provisions relevant to them. Should any personal data be processed, the parties shall enter into an additional agreement to the Order Agreement in accordance with article 28 GDPR.

23 INDEPENDENT ENTREPRENEUR

The contracting parties agree that the contractor provides its services as an independent entrepreneur and that all employees of the client who are involved in the provision of the service, are still exclusively employees of the contractor and not of the client.

24 MISCELLANEOUS

24.1 The contractual language is German. German law applies excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

24.2 If the Contractor is a businessman in the sense of the German Commercial Code, legal person under public law or special fund under public law, the place of the Client's registered office shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The Client shall also be entitled to file a claim before the court competent for the place of the Contractor's registered office.

24.3 Apart from in the cases set out in 3.1 and 3.2, emails shall not be deemed to satisfy the written form requirement. Amendments and additions to individual agreements and their components, including these T&C shall be in writing to be valid. This also applies to the written form requirement itself. The client has the right to amend these GTC retrospectively. The amended GTC will be

brought to the attention of the contractor. If the contractor does not object to the amended GTC within a reasonable period of time, the new version of the GTC shall be deemed to have been agreed upon.

24.4 Should individual provisions of these T&C be or become invalid or unenforceable, the agreement as a whole and the remaining provisions of these T&C shall remain valid. The parties shall replace the invalid/unenforceable provision from the beginning of the invalidity/unenforceability, taking account of the interests of both sides, with a provision which leads to the same economic effect. The same shall apply to lacunae.