



**GENERAL COMMERCIAL TERMS AND
CONDITIONS for the Sourcing of
Systems, System Components and Services**

Bilfinger Industrial Services GmbH
Lunzerstrasse 64
4030 Linz

Bilfinger Bohr- und Rohrtechnik GmbH
Adelheid Popp-Strasse 8
2120 Wolkersdorf

Bilfinger Industrial Services Österreich GmbH
Lunzerstrasse 64
4030 Linz

**January 2024
(GCTC 01/2024)**

GCTC
TABLE OF CONTENTS

Article	Page
1. DEFINITIONS	3
2. BASIC INFORMATION	3
3. PRICES	5
4. PAYMENT TERMS	5
5. SUBCONTRACTING	7
6. DOCUMENTATION	8
7. ACCOMPANYING CONTROL	9
8. SHIPPING	10
9. DEADLINES	10
10. CONTRACTOR'S LIABILITY	11
11. GUARANTEE	12
12. ACCEPTANCE	14
13. SANCTIONS, EXPORT CONTROL AND ORIGIN OF GOODS	14
14. RIGHTS TO THE SUBJECT MATTER OF THE CONTRACT	14
15. FORCE MAJEURE	15
16. RESCISSION	16
17. MISCELLANEOUS PROVISIONS	17
18. APPLICABLE LAW AND PLACE OF JURISDICTION	20
19. CONSTRUCTION, ASSEMBLY AND COMMISSIONING SERVICES	20
20. CODE OF CONDUCT FOR SUPPLIERS	20
21. ATTACHMENT 1: CONDITIONS FOR PERFORMING CONSTRUCTION AS WELL AS ASSEMBLY AND COMMISSIONING SERVICES	

1. DEFINITIONS

1.1 The definitions set out below shall apply in these General Commercial Terms and Conditions:

CU	Customer (company name and address see purchase order)
CO	Contractor, the legal entity engaged for fulfilling the deliveries and services according to the purchase order
EC	End customer of the complete system
Complete system	The plant to be created for the EC, which is technically or contractually to be considered a single unit whose parts are the deliveries/services of the CO
Customer contract	Contract between the CU and the EC for the delivery of the complete system
Purchase order	Contract between the CU and the CO for the deliveries and services to be rendered by the CO
Deliveries/ services according to the	All services to be rendered and all deliveries to be performed by the CO according to the purchase order , whereby the term 'service' alone is also to be understood in this sense.

1.2 The following definitions apply in relation to the gradual transfer of the systems or parts thereof:

Start of test operation = commissioning = Start of the hot test = start of the complete system under operating conditions.

Performance test = performance test of the complete system (as defined in the contract) during a period defined in the customer contract.

Acceptance = the recorded confirmation from the EC that the complete system, including the deliveries and services of the CO, was created and/or rendered in accordance with the contract and without defects. This also includes demonstrating compliance with the agreed performance values (e.g. capacity, product quality, consumptions, emissions) in a performance test.

2. BASIC INFORMATION

2.1 Purchase order

The ordering date shall be the date the purchase order was sent.

The purchase order must be confirmed or rejected, in writing, not later than within 10 days. If the CO fails to confirm the purchase order within ten days by means of an unconditional order confirmation, or if the CO begins to execute the purchase order, the purchase order shall be deemed to have been unconditionally confirmed.

2.2 Importance of the CO's deliveries and services:

The deliveries and services of the CO shall become part of a complex complete system to be created. As a result, any defaults in individual services will generally cause problems in the overall project organisation, which entail corresponding additional costs, e.g. in connection with postponements of deadlines in the network plan, claims of third parties, problems in logistics, delays in the acceptance by the end customer, idle times, etc. The consequences in terms of costs are particularly serious in the case of complete systems to be built abroad. The CO therefore undertakes to take special care in the fulfilment of its order, which must include taking account of

these circumstances. This includes obtaining all information to be taken into account for the fulfilment of the order under the specific conditions of the transport route and the place of deployment of the deliveries and services and for the integration of its deliveries and services into the complete system.

2.3 Quality assurance:

The CO and its subcontractors undertake to apply the principles of quality assurance in accordance with the relevant standards in the performance of its deliveries and services.

The CU and the EC shall have the right to audit the quality assurance system, the quality assurance provisions and the quality assurance plan of the CO and its subcontractors at any time.

2.4 Validity of the general terms and conditions:

These 'General Commercial Terms and Conditions' govern the relationship between CO and CU, unless the purchase order contains any deviations for the individual case.

Terms and conditions of the CO (e.g. offers, terms of sale) will not apply, unless such were expressly recognised in writing by the CU.

If the CU's purchase order refers to the CO's offer documents, this will not constitute any acceptance of the CO's commercial terms and conditions. These General Commercial Terms and Conditions of the CU shall be deemed to be accepted no later than upon commencement of the fulfilment of the purchase order by the CO.

2.5 Legal effectiveness of declarations:

Declarations by the CU concerning the conclusion or amendments of purchase orders or supplements to purchase orders shall not be legally binding on the CU, unless they have been made in writing by the competent purchasing department. The CO may only rely on declaration of other persons if it immediately inform the relevant purchasing department thereof and received the latter's written confirmation.

The following exceptions apply:

- the use of options on packaging and transport in the form of the transmission of definitive shipping terms;
- call-offs under blanket orders.

2.6 Clarification of contradictions:

In the event of contradictions between the components of the contract concluded between the CO and CU, the following priority shall apply:

- the order (letter form, fax);
- the attachments referred to in the order, in particular the minutes of the negotiations;
- these GCTC.

If the priority ranking does not provide any clarity, the principle of the best suitability of the deliveries and services for the intended purpose shall apply with regard to questions of the scope of services.

In any event of doubt regarding the fulfilment of the contract, the CO shall inform the CU and reach an agreement on the solution. The CO undertakes to inform the CU without delay of any inconsistencies in the specification. Headings are exclusively for convenience and are not to be taken into account for the interpretation of the content.

2.7 Contract language:

If the contract language is not specifically stipulated in the contract, German shall be considered the contract language.

The CO shall ensure that its management personnel are sufficiently proficient in this language, both orally and in writing.

2.8 Legal claims:

Without prejudice to the provisions set out in these GCTC, the CU's further legal claims shall remain in full force and effect.

2.9 Duty of the CU to cooperate:

The CU shall exclusively provide those acts of cooperation that are expressly defined in the purchase order as the CU's duties to cooperate.

3. PRICES

3.1 Type of price:

The prices of the purchase order are fixed prices without value-added tax and include all expenses of the CO up to the complete fulfilment of the deliveries and services. This includes, in particular, all costs for transportation, insurance, packaging, taxes, customs and charges associated with the deliveries and services of the CO in the countries in which these are provided. The CU shall only bear those costs which are expressly stated in the purchase order as an obligation of the CU. The conditions set out in the main purchase order apply to any extensions and supplements to the order as well as to purchase orders of replacement and wear parts.

4. PAYMENT TERMS

4.1 Invoicing:

Invoices shall be submitted to the CU (for company name and address see purchase order) together with any and all documents necessary for identification, such as purchase order number, etc., must comply with the legal provisions and must be verifiable.

Incomplete or unverifiable invoices can be rejected.

Any rejection of invoices shall result in the suspension of the payment periods, which will only restart upon the re-submission of the invoice in proper form.

Invoices will only be accepted if sent to the e-mail address specified in the purchase order by the respective Bilfinger company. Invoices sent to other (especially personalised) e-mail addresses shall be deemed not to have been delivered and will not be processed.

Each invoice must contain the corresponding purchase order number, the project name, the project number, the service performed, the cost centre, the recipient and the payments received. Furthermore, it must be addressed to the invoice address specified by the CU.

One separate e-mail shall be sent for each invoice.

Each invoice must be accompanied by the proof of performance (acceptance protocol(s), delivery note(s), time sheet, etc.) signed by the CU. The invoice and the associated proof of performance (delivery note(s), acceptance protocol(s), time records, etc.) must be compiled in one document. Other documents which are not invoices (e.g.:

order confirmations, dunning letters, newsletters, etc.) sent to the abovementioned e-mail address will be deleted and considered not delivered.

4.2 Payment:

Unless otherwise agreed, the CU will make the payment after 30 days from invoicing with a 3% discount or after 45 days with a 2% discount or after 60 days net, at the CU's discretion, after receipt of the invoice and at the end of the review period, and after the fulfilment of any and all conditions specified in the purchase order in this regard, in particular also timely delivery of the documentation.

Transfers will be made in the manner that the expenses of the Customer's bank are to be borne by the CU and those of the recipient's bank by the CO (recipient).

Payment does not imply confirmation of the contractual conformity of the deliveries and services and, thus, does not constitute any waiver of the fulfilment, warranty, damages, contractual penalties, etc. on the part of the CU.

The agreed payment period shall commence – subject to a complete, defect-free and contractual delivery/service – only after the end of a review period of seven calendar days after receipt at the e-mail address specified by the respective Bilfinger company in the purchase order, provided that complete documentation is available in accordance with the requirements.

Payments shall be made exclusively by bank transfer on the weekly payment date set by the respective Bilfinger company. Timely payment shall be deemed to have been made if the payment is made no later than on the following Wednesday (outgoing) (1x weekly payment date).

Invoices received between 7 December and 7 January of each year shall be deemed to have been received on 7 January.

Payments shall be made exclusively by bank transfer to a bank account held in the name of the Contractor in the country in which the contractually owed services are to be rendered or in which the CO has its principal place of business.

The timeliness of the payment shall be determined by the time the transfer order was issued to the bank.

Only in the event of default of payment for which the CU is responsible shall the CU be required to pay default interest; the applicable interest rate in this case shall be 2% p.a. Further claims on the part of the CO shall be excluded.

4.3 Security deposit:

The CU shall have the right to retain an agreed security deposit as a non-interest-bearing guarantee of claims for performance, warranty, guarantee or damages for a period of 45 days beyond the guarantee period. This shall also apply in the event of insolvency of the CO.

4.4 Final invoice:

The release of the last payment shall only be effected after the final invoice has been submitted for all deliveries and services rendered in accordance with the purchase order and related outstanding claims.

By presenting the final invoice, the CO declares that it has thereby exhaustively asserted any and all outstanding claims from the business case in question and that no further outstanding claims will be asserted.

4.5 Offsetting:

The CU shall be entitled to set off any outstanding claims due to companies in which Bilfinger SE has a direct or indirect shareholding of at least 50% (Bilfinger Group companies) against the outstanding claims of the supplier or CO. Furthermore, the CU shall be entitled to set off their outstanding claims against counterclaims to which the supplier or CO is entitled against one of the aforementioned companies of the Bilfinger Group. Bilfinger Group companies, in which Bilfinger has a direct or indirect shareholding of at least 50%, include all companies that bear the protected trademark, the word image brand of the Bilfinger Group.

4.6 Withholding:

Furthermore, the CU shall be entitled to withhold payments at any time if the CO fails to meet its contractual obligations (e.g. quality, deadline, function, etc.) or for as long as the CO fails to remedy defects. The withholding of payments shall not entitle the CO to suspend or cease the fulfilment of the purchase order. The CU's right to withhold payment is not limited to payments from the contractual relationship in question, but also applies to payments that are based on other contractual relationships.

5. SUBCONTRACTING / Supplier engagements

5.1 Approval:

The CO shall be obliged to inform the CU in a timely manner of intended subcontracts or, at the CU's request, also of supplier engagements and to have these approved, in writing, by the CU before concluding such contracts. Upon request, the CO shall provide the CU with a copy of the respective purchase order.

In the event of non-compliance with these obligations, the CO shall be liable to indemnify the CU of all consequences arising therefrom.

In the case of subcontracts or supplier engagements not approved by the CU, the CU shall be entitled to withdraw from the contract in whole or in part, without prejudice to other claims.

The CU's approval of a subcontract/supplier engagement does not limit the CO's obligations. The CO shall remain fully responsible to the CU for the fulfilment of the complete purchase order even in the case of subcontracting/supplier engagement. The CO shall be liable for the actions and omissions of its subcontractors and suppliers as for its own actions/omissions. The CO shall be liable for the fault of its subcontractors and suppliers as for its own faults.

The CU shall have the right to fulfil outstanding claims of subcontractors or suppliers of the CO directly and – without waiver to other rights – to retain these outstanding claims of payments to the CO. Such payments by the CU shall be set off against the CO's outstanding claim and the CU shall inform the CO thereof.

5.3 Enquiries/back-to-back transactions:

The Contractor will make enquiries to the companies of Bilfinger Group about any subcontracts within the scope of their delivery and service programme.

However, the adherence to the deadline and other requirements according to the purchase order must not be impaired.

6. DOCUMENTATION

6.1 Importance of the documentation:

Documentation means all documents issued in writing, as drawings or in any other manner accompanying the deliveries and services of the CO, which serve to enable the CO and the CU to fulfil their obligations towards their contractual partners and the public authorities affected by the respective transaction in a timely and most cost-effective manner. Such documents relate to production, quality assurance, potential hazards, safety regulations, shipping, transport, export, transit, import, customs clearance, taxation, identification of parts, logistics, storage, assembly, commissioning, training, accounting, invoicing, management, repair, maintenance, spare parts procurement, etc.

If the CU provides an electronic platform for filing documents (e.g. Microsoft Sharepoint), such shall be used obligatorily. A breach or non-compliance of this obligation shall be considered a material infringement of contract.

The creation and delivery of the documentation constitutes a main contractual obligation of the CO.

The CU acquires an unlimited right to use the work in the documentation and shall be entitled, inter alia, to hand over the documentation received from the CO or their subcontractors to its other contract parties and to the EC.

6.2 Scope:

The documentation shall be provided to the extent prescribed in the purchase order. If no information is specified in the individual case, the scope, quality and time of the documentation must correspond to the specific business case and shall be prepared in the required language.

6.3 Shipping documentation:

The shipping documentation must comply with the CU's shipping and packaging guidelines. The documentation shall clearly indicate the complete and correct purchase order number, identification number, contract position number and item number as well as the description of the goods, inter alia, for the purpose of clearly assigning the respective customs tariff. The part designation must be the same in all documentation. It is, in particular, essential that the same wording be used in the drawings, parts lists, packing lists and shipping documents.

6.4 Documentation of the origin of goods:

In cross-border traffic of goods, the CO shall attach to the goods to be delivered, free of charge, the valid proof of preference (movement certificate, certificate of preferential origin, certificate of origin, confirmation of origin, declaration of origin, etc.) which is required in the country of destination of the goods for a favourable customs clearance.

The proof of preference must, in particular, also include the purchase order number and the order number of the CU. The value of the goods must not be indicated!

The certificate of origin shall be authenticated by the competent chamber of commerce and by the competent consulate or embassy at the CU's request and at the expense of the CO.

Any and all charges, fees and extra costs resulting from the failure to provide such documents or from incorrect information shall be borne by the CO.

6.5 Test documentation:

If this is necessary in connection with the business case, the test documentation to be provided by the CO shall consist of reports on quality assurance, test reports, etc., as well as schedules and progress reports.

6.6 Assembly documentation:

Documents enabling a proper and economical assembly must be provided according to the schedule and the actual delivery process.

6.7 CE marking:

If the attaching of the CE marking and/or a proof of conformity are required or permitted for the deliveries/services, the CO shall be obliged to affix the CE mark, without receiving a separate remuneration for this, and to provide the CU with the necessary proof of conformity in the language prescribed for the documentation.

7. ACCOMPANYING CONTROL

7.1 Audits and tests:

The CO is to grant the CU and the EC as well as persons engaged by them the right to audit, at any time, the activities associated with the performance of the order. This includes checking the planning, production with regard to quality and deadlines, sampling, packaging with regard to quality and conformity of the packing lists with package contents, loading controls, etc. For this purpose, the CO shall grant to the CU and the EC or their authorised representatives access to the relevant work rooms and documents held by the CO and its subcontractors and must keep the CU constantly informed on the actual progress in terms of deadlines and announce foreseeable postponements of such deadlines.

The CO shall be obliged to carry out a complete test before the technical test to be performed by the test team and to submit detailed test results (test report, measurement reports, etc.) for the final test and to participate in such final test at the CU's request. In order to carry out the tests, the CO shall provide, at their expense, auxiliary services, materials, labour, interpreters, energy, suitable test equipment, test devices, specialists and auxiliary staff for, e.g., also restacking, opening/closing of the boxes, etc., to ensure a proper and effective test.

The CO shall be obliged to present the systems/system components etc. for testing in an easily accessible, accident-proof or, unless otherwise prescribed, unpainted and pre-assembled manner.

The performance of a test/audit or a waiver of such test/audit on the part of the CU shall not restrict the obligations of the CO and will, in particular, not imply any waivers on the part of the CU regarding rights to which it is entitled, such as contractual penalties, damages, claims arising from warranty/guarantee, etc., even if a reservation to this effect is not made. The CO shall remedy any defects found during the tests without undue delay and at its own expense.

7.2 Documentation:

The CO shall provide the required test documentation for the tests and the packing lists for the packaging test. Incomplete/incorrect test documentation may result in re-testing.

The test documentation must be submitted to the inspector of the CU during the test and shall be handed over in the required number of copies or shall be sent within an agreed period of time. If the test is waived, the test documentation must be sent to the CU immediately or after agreement, but no later than before the system/system components are delivered.

The test documentation shall be prepared separately for item numbers in a clear, informative form, including table of contents etc. in files/folders.

7.3 Costs:

The CO or the CU/EC shall each bear the costs for their own staff or test team.

If no (positive) test is made for reasons attributable to the CO, any and all costs resulting from additional tests shall be borne by the CO.

8. SHIPPING

8.1 Shipping conditions:

The CO undertakes to comply with the shipping and packaging guidelines of the CU.

The CU reserves the right to adapt the shipping instructions to the current requirements during the creation of the complete system. Extra costs resulting from non-compliance with the shipping requirements, e.g. special transports (air freight) with corresponding packaging requirements, shall be borne by the CO.

Unless otherwise agreed, the delivery shall be made delivered at place (DAP) according to Incoterms 2020 to the address of the CU.

8.2 Export clearance:

If the price is agreed to be 'customs cleared for export', the CO shall carry out the customs clearance using their own documents and shall bear any and all related costs and charges.

8.3 Partial deliveries:

Unless otherwise agreed, the contracted deliveries shall be delivered by the CO in complete loads or made available for collection. Incomplete partial deliveries shall only be carried out or scheduled after prior consultation and written approval by the CU. All extra costs/additional expenses (e.g. transport, packaging costs, obstructions to assembly, manipulation costs etc.) arising from uncoordinated partial deliveries not released by the CU shall be borne by the CO.

9. DATES

9.1 Delivery date:

The delivery date for the documentation shall be the respective date of the CU's stamp of receipt or the CU's acceptance confirmation, if it has been submitted completely and correctly in terms of the purchase order.

For deliveries and services, the delivery date shall be the date of the complete and defect-free fulfilment of all obligations incumbent on the CO in accordance with the purchase order, including complete and correct documentation.

9.2 Default:

If the CO becomes aware that it will not be able to meet the agreed deadlines and delivery dates, it shall inform the CU, in writing and without delay, stating the reasons and the expected duration of the delay.

In the event that scheduling requirements arise for the CU from the purchase order, the CO shall be obliged to make prioritise them in a demonstrable and timely manner. If it fails to do so, the CO cannot invoke a delayed cooperation by the CU in the case of defaults of its deliveries and services. If the CO is unable to meet the deadline despite the urgency due to a late participation by the CU, the agreed delivery dates and deadlines will be postponed by a maximum of the period of the default

attributable to the CU, but without the CO having any additional entitlement to compensation. The new deadlines subject to a contractual penalty shall be deemed to be the original deadlines extended by this period of default.

In all cases of imminent or occurring defaults, the CO shall be obliged, regardless of the cause, to flexibly adapt the fulfilment of the order in order to minimise delays.

9.3 Storage:

If the delivery dates agreed in the purchase order change for reasons not attributable to the CO, the CO agrees to proper storage of the items for the CU for up to 3 months at the CO's expense and risk.

Payments affected thereby can be made, at the CU's discretion, against storage confirmation, certificate of property transfer to the material, transfer of ownership and/or bank guarantee etc. If the CU chooses transfer of ownership, the risk will be transferred in accordance with the first sentence of 17.1.

In case of such storage, total or partial deliveries shall only be permitted after a written shipping release by the CU.

9.4 Premature fulfilment:

Deliveries/services made/rendered before the due date shall only be permitted with the CU's prior written approval and will not result in any claim for early payment.

10. CONTRACTOR'S LIABILITY

The CO shall be fully liable in accordance with the statutory provisions; unless expressly otherwise provided for in these GCTC or in the purchase order.

10.1 Contractual penalties for default:

If the Contractor fails to comply with the delivery dates or the intermediate or final deadlines agreed in the purchase order, it shall bear the following contractual penalties up to the actual date of delivery, calculated in each case based on the total order value. If applicable, the contractual penalties may also be offset against unpaid invoices or the outstanding claims of the CO.

- Deliveries and services
1% per commenced week of default, limited to a maximum of 10% of the total order value.
- Documentation
0.5% per commenced week of default, limited to a maximum of 5% of the total order value.

The CO shall be liable to pay a penalty for default upon the occurrence of an objective delay, irrespective of whether the CO is at fault.

The contractual penalty will fall due if the CO is in default with even a partial service or even if the total acceptance is only prevented by minor insignificant defects. The basis for calculating the penalty is the total order value.

The CU is free to demand compensation for damages that occur in excess of the contractual penalty.

Reservations of the CU upon acceptance of delivery are not necessary to safeguard the right to a contractual penalty. The payment of contractual penalties shall not release the CO from its fulfilment duties and of any resulting liability.

11. GUARANTEE

11.1 General information:

In addition to the characteristics expressly specified or otherwise promised or generally required, the CO guarantees the completeness and suitability of its deliveries and services for the specific case of need, in particular the suitability of the deliveries and services for the operating conditions prevailing at the place of use in continuous operation in the combination with the complete system, compliance with all standards and official regulations applicable at the place of use (in particular with regard to safety and environmental protection), uninterrupted availability while respecting the performance and consumption values, ease of assembly, maintenance and repair, execution according to the state of the art at the time of the actual execution in conformity with the contract by the CO.

Any statement in the advertisement of the CO about their product/services shall be considered as an expressly promised feature of the product/service.

11.2 Guarantee period, remediation of defects:

The guarantee period shall end 24 months after acceptance of the complete system, no later than 36 months after final delivery according to the purchase order. For corrosion protection, the guarantee period shall end 60 months after acceptance of the complete system.

The guarantee period will be extended by the period of standstills due to defects attributable to the CO. In the event of replacement or repair of a part, a new guarantee period of the same duration as for the first delivery will commence upon installation of the new part or the completion of the repair, and shall apply to the complete system.

The CO cannot be released from its guarantee and warranty obligations by making the plea that the CU failed to report a defect. The out-of-court complaint of defects shall suspend the expiry of the warranty and guarantee period for one year.

The CU shall not be obliged to inspect the CO's deliveries and services prior to the completion of the agreed functional and performance tests. The application of Section 377 of the Austrian Business Code [Unternehmensgesetzbuch - UGB] will not apply by mutual agreement.

The CO shall remedy any defects occurring before or during the guarantee period, including series defects, even if the defect has not yet actually occurred on all sub-components of the deliveries, by replacement or repair, at the CU's choice, at the place of use of their deliveries within the shortest possible period of time. All necessary services and ancillary costs, such as transportation, customs, dismantling and assembly, etc., shall be rendered or borne by the CO.

In the case of smaller defects (order of magnitude up to EUR 10,000 per individual case) or in the case of defects whose elimination does not tolerate any delay, in particular in time-critical phases (e.g. trial operation), the CU shall be entitled, without informing the CO beforehand, to remedy or have these remedied immediately at the expense of the CO, whereby other claims of the CU remain in full force and effect. This also applies if the CO fails to remove the defects in due time despite being requested to do so.

11.3 Non-compliance with assured properties:

Even if the purchase order provides for contractual penalties for defects, failure to achieve assured properties or guarantees (e.g. performance penalties), the CO will not be released from the obligation to ensure that its deliveries and services correspond to the intended use.

11.4 Assignment:

The CO hereby assigns to the CU all claims for defects, guarantee and damages that the CO has against its subcontractors and suppliers. The CU accepts such assignment. The CO

authorises the CU to assert the assigned claims in its own name and on its own account. The CO shall provide for this assignment of claims in favour of the CU in the contracts with its subcontractor and supplier. The CO's liability for defects vis-à-vis the CU shall remain unaffected by such assignment. However, in the event that the CU asserts claims against the CO, the CO may demand that the assigned claims against the subcontractors and suppliers be re-assigned.

11.5 Engineering liability:

With regard to engineering services, consulting and documentation, the CO guarantees their correctness and completeness.

Scheduling requirements of the CU are non-binding and shall be checked by the CO under the latter's responsibility. The CU's scheduling requirements will in no case release the CO from its responsibility for its performance. Any co-fault on the part of the CU in the event of a scheduling error shall be excluded. The CO shall, in particular, be responsible for obtaining information on the actual circumstances on site and for taking them into account in its planning.

The CO is informed, in particular, that planning requirements of the CU constitute solely non-binding ideas for project realisation and are not appropriately checked in terms of design, structural stability or execution technology. The CO shall retain full responsibility for its work, despite such planning requirements of the CU.

11.6 Product liability:

If any claims are asserted against the CU for the infringement of official safety regulations or due to domestic or foreign product liability regulations or laws, and if such claim is attributable to defective products supplied by the CO, the CO shall compensate the CU for all resulting damages and shall otherwise indemnify and hold the CU harmless.

The CO undertakes to take out an insurance policy against all risks arising from product liability to an adequate amount and to present the insurance policy to the CU upon request.

The conclusion of such insurance policy contract shall in no way limit the obligations and liability of the CO under this Article, even if the CU fails to raise any objections against the insurance policy presented.

11.7 Spare parts:

The CO guarantees that the spare, wear and exchange parts offered as being necessary and selected by mutual agreement are sufficient for the period 2 years from commissioning in continuous operation (unless otherwise agreed). Otherwise, the CO shall make, free of charge, corresponding subsequent deliveries 'delivered at place, (DAP)' to the place of destination designated by the CU (usually the construction site) in accordance with INCOTERMS 2020, packaged and appropriately preserved.

The guarantee period shall end 24 months after the installation and commissioning of these parts. The CO guarantees the availability of spare, wear and exchange parts for the object of delivery for up to 10 years after expiry of the guarantee period.

11.8. Goods with digital elements/digital services:

In the case of goods with digital elements and digital services, the CO shall be liable for ensuring that the CU is provided, free of charge, with the updates required to ensure that the goods or digital services continue to comply with the contract for the entire warranty period, or for a minimum of 3 years after acceptance.

12. ACCEPTANCE

12.1 Performance test:

Conformity of the deliveries/services with the contract will be checked in the performance test of the complete system. However, the CU shall be entitled to carry out additional special tests to verify the performance of the deliveries/services.

12.2 Default of acceptance by the CO:

If a performance test is unsuccessful or acceptance is not performed due to other defects, the CU shall grant the CO a reasonable period of time to carry out improvements, in accordance with the context of the complete system. The CO shall bear the cost of staff, material, operating material etc. incurred by the CU in the course of any unsuccessful performance tests caused by the CO.

If the acceptance does not take place on the agreed date for reasons attributable to the CO, the CU may demand the contractual penalties and/or price reduction agreed in the purchase order and/or withdraw from the contract, with any claims for damages remaining in full force and effect.

13. SANCTIONS, EXPORT CONTROL AND ORIGIN OF GOODS

- (1) The CU shall be released from all obligations arising from or in connection with the contract (including damages) if obstacles exist due to national or international foreign trade law regulations or an embargo and/or other sanctions which prevent the CU from fulfilling the contract.
- (2) The CO shall be obliged to comply with all Austrian and EU regulations and regulations in place in the USA, the United Kingdom and China concerning the import, export or re-export of the goods forming the subject matter of the contract (i.e. goods, software, technology). In particular, the CO shall not supply the CU with goods subject to an import ban in the European Union.
- (3) The CO shall provide the CU with all information necessary for the export of the goods by providing the relevant data for all goods delivered within the context of this purchase order, free of charge, without undue delay after the binding purchase order, in the form 'Declaration regarding export restrictions, statistical commodity numbers, origin of goods and preferences' (available at the website of the relevant Bilfinger company at: Company – Procurement) or on other commercial documents in a suitable form. The CO undertakes to inform the CU, in writing, of any changes that occur at any time.
- (4) Upon request, the CO shall provide the CU with all documents and evidence required to import the goods into the European Union.
- (5) The CO will, without undue delay and free of charge, provide the CU with a declaration issued by the supplier in accordance with the law for goods with preferential origin status in accordance with Regulation EU 2447/2015 Annex 22-15. Any other forms of non-preferential proof of origin must be agreed with the CU before issue.
- (6) The CO will indemnify the CU against all damages, financial losses and claims of third parties that arise for the CU due to the CO infringing one of the above obligations, unless the CO is not responsible for the infringement of the obligation.

14. RIGHTS TO THE SUBJECT MATTER OF THE CONTRACT

14.1 Rights of third parties:

The CO undertakes to ensure that the use of the CO's deliveries and services is not in any way impaired by the assertion of third-party rights (trademarks, designs, patents, territorial protection, etc.) and does not infringe applicable boycott clauses, blacklists, etc.

The CO shall inform the CU, without delay, of any subsequent infringement of third-party rights or boycotts, blacklists, etc. which only becomes known at a later time.

Should such impairments or infringements of rights be alleged, the CO undertakes to indemnify and hold the CU and/or EC completely harmless from claims of third parties without restriction and to guarantee the CU and/or EC the unrestricted use of the object of the purchase order or to ensure other acceptable alternatives, free of charge, for the CU and EC.

14.2 Copyright:

The ownership and exclusive right of use to the drawings, information and expertise provided by the CU to the CO shall remain with the CU. The CO recognises that these are protected by copyright exclusively for the CU.

14.3 Inventions and improvements:

The CO shall be obliged to notify the CU of any inventions and improvements made by it or its employees in connection with the realisation of the order, using the information provided by the CU, and to use inventions in accordance with the relevant provisions of the relevant Patent Act at the CU's request. The CO will transfer, without any conditions, to the CU the claimed invention (patent), including all rights and obligations, in return for reimbursement of the remuneration granted to the inventor and the costs of establishing the patent.

The CO shall carry out the claiming of the invention, the patent application and the determination of the compensation to which the inventor is entitled under the law by mutual agreement with the CU, whereby the CO shall create the necessary conditions for this.

The CO shall ensure that its subcontractors assume a similar obligation in favour of the CU.

14.4 Follow-up contracts:

In order to protect the CU's know-how acquired by the CO in connection with the order and to ensure an optimum operation of the complete system, even after expiry of the warranty, the CO shall grant the CU exclusive customer protection for any follow-up orders of the customer/EC or its authorised agent regarding the complete system supplied by the CU for a period of 10 years from the final delivery. The CO undertakes not to make any direct or indirect offers to the EC, e.g. for spare and wear parts without consulting the CU as a distributor.

15. FORCE MAJEURE

The CO shall be released, in full or in part, from the obligation to timely performance of the contract if it is prevented from doing so by force majeure events.

Force majeure events exclusively refer to fires, natural forces, war and riots, provided that these events are unavoidable for the CO and were unforeseeable at the time the contract was concluded.

However, if the CO is hindered by a force majeure event, it may only invoke the existence of force majeure if it submits to the CU, without delay, but at the latest within 5 calendar days after the beginning, by registered letter a statement confirmed by the respective government authority or chamber of commerce in the country of delivery/service, stating the beginning and foreseeable end of the hindrance, the cause, the expected impact and duration of the delay.

In cases of force majeure, the CO shall make every effort to eliminate or minimise the difficulties and foreseeable damage and shall keep the CU informed on an ongoing basis.

Deadlines and delivery dates which cannot be met due to the impact of force majeure events shall be postponed by the duration of the impact of the force majeure event in question.

If a case of force majeure lasts longer than 4 weeks, the CU may withdraw from the contract, in whole or in part.

The CU shall not be liable to the CO for the consequences of impairments in the performance of the contract caused by force majeure.

16. RESCISSION

16.1 Breach of contract

In the event of a serious infringement of the contract, the CU may withdraw from the contract, in whole or in part, after setting a reasonable grace period (usually 14 days).

However, the CU may withdraw from the contract without setting a grace period,

- if, after the CU had sent a dunning letter, even without an explicit grace period or threat of withdrawal, the CO has de facto been given a reasonable grace period for the performance of the contract; or
- if the CU has reason to believe, even before the respective contractual deadline, that the CO is or will not be willing or able to fulfil material contractual obligations on time; or
- if the CO violates provisions or obligations of the code of conduct for suppliers (clause 20); or
- in case of a failure to submit the documents and/or to provide equivalent information in accordance with 21.2.7 and/or of an infringement of the provisions of 21.2.6; or
- in accordance with clause 5.1; or
- if the unrestricted use of the subject matter of the purchase order is not possible due to an infringement of the rights of third parties (cf. 14.1);
- if the EC terminates the end customer contract for reasons also attributable to the AN.

Serious infringements of the contract are, among other things, defaults or impending defaults to intermediate or final deadlines or defects that endanger the performance of the contract by the CU with its contract partners, even if a contractual penalty is provided for to that end.

In such cases, the CU shall be entitled to carry out the omitted or insufficiently performed deliveries and services itself or have them performed by third parties at the CO's expense (replacement). The costs incurred in this process can either be invoiced directly by the CU, whereby a payment period of 45 days after the invoice shall be deemed to have been agreed, or be deducted from the next payments due from the CU to the CO.

The CO shall refund any amounts already paid by the CU for deliveries and services not yet performed plus the financing costs incurred by the CU.

If the exercise of the right to replacement requires access to equipment or materials located at the CO's premises or those of its sub-supplier, etc., the CO shall be obliged to surrender them to the CU.

If the exercise of the right to replacement requires access to property rights, to documentation (such as e.g. workshop drawings, calculations) or other information, the CO shall be obliged to provide the CU with the necessary rights, documentation and information.

Right of use:

In the event of a withdrawal from the contract, the CU shall be entitled to use the subject matter of the purchase order, with such use being free of charge for the CU and/or EC until acceptance of a replacement solution.

16.2 CO's creditworthiness:

In the case of impending or already instituted insolvency proceedings against the CO or its supplier, or in the event of any changes occurring in the CO's shareholding relationships, the CO must inform the CU of this immediately and completely, in writing. In the event that insolvency proceedings are initiated against the CO or in the event of any changes occurring in the CO's shareholding relationships, the CU shall be allowed to dispose immediately of the deliveries/services stored with the CO and/or its sub-suppliers and/or withdraw from the contract immediately, either in whole or in part.

16.3 Transfer for use

In the event of a withdrawal in accordance with 16.1 and 16.2 of these GCTC, the CU shall be entitled, without prejudice to its other contractual or statutory claims, to use the CO's tools and assembly equipment, such as cranes, scaffolding, etc., for completing the work to be carried out by the CO in accordance with this contract against an appropriate fee, which shall be deducted by the CU from the damages or other claims to which the CU is entitled against the CO. The CO expressly agrees to this aforementioned transfer for use already as of now.

16.4 Cancellation

The CU shall have the right to withdraw from the contract, in whole or in part, even without fault on the CO's part. In this case, the CU shall be obliged to pay the CO the contract price in proportion to the deliveries and services already completed and to reimburse the proven direct costs incurred for deliveries and services in progress or the cancellation of subcontracts. The CO shall be obliged to make every effort to minimise the costs to be reimbursed by the CU after the declaration of the withdrawal.

16.5 Suspension

The CU shall have the right to request the CO to suspend the further performance of the order, at any time. In such a case, the CO must present the CU the consequences arising therefrom in detail, and offer the CU an economically optimal change of the scheduling in the context of the project. The CO shall not make any outstanding claims from suspensions of up to a maximum of 3 months.

17. MISCELLANEOUS PROVISIONS**17.1 Transfer of risk:**

The provisions of INCOTERMS 2020 apply to the transfer of risk. If the assembly of the deliveries is included in the CO's scope of delivery, the transfer of risk shall take place upon acceptance.

17.2 Transfer of ownership:

The transfer of ownership to the CU shall take place simultaneously with the transfer of risk in accordance with the first sentence of clause 17.1.

17.3 Insurances:

Unless specific agreements have been made, it is the CO's responsibility to take out the insurance policies it considers necessary. The insurance policies taken out by the CO must include a waiver of recourse in favour of the CU and EC.

If the purchase order does not contain any deviating provisions, the following shall apply: For purchase orders with an order value above EUR 10,000.00, the CO shall be obliged to maintain an operating, product and planning liability insurance in accordance with internationally customary standards, including a minimum cover equivalent to EUR 2,500,000.00 per claim, for the duration

of the execution of such purchase order and to prove the existence of such cover within 3 days at the CU's request.

If the CO is co-insured under an insurance policy concluded by the CU, the CO accepts the respective insurance conditions as binding on them. The CO therefore also undertakes to fulfil all related obligations, such as e.g. providing the requested information, complying with instructions or obligations, etc.

17.4 Power of attorney:

The CO shall be obliged to identify, no later than in the order confirmation, those persons who can make and receive legally binding declarations on its behalf. If the CO fails to make such identifying declaration, all those actually acting on its behalf shall be deemed to be authorised to do so.

17.5 Liability to the CO:

The CU shall not be liable for damages caused by the EC or third parties. Otherwise, the CU shall only be liable in the event of intentional misconduct or gross negligence.

17.6 Claims of third parties:

The CO shall indemnify and hold the CU harmless with respect to all claims of third parties associated with errors or the performance of its deliveries and services in deviation from the contract.

17.7 Assignment:

The CO shall be obliged to inform the CU immediately and in advance of any planned assignment of their payment claims against the CU to third parties.

17.8 Amendments of the scope of deliveries and services:

The CU may change or supplement the scope of deliveries and services at any time. The CO shall execute amendments of the scope of deliveries and services in accordance with the conditions specified in the purchase order, unless that proves unreasonable for the CO; the CO shall be required to provide proof of such unreasonableness.

Changes in quantity compared with the information set out in the service specification shall in no case justify a change in the agreed unit prices. Any additional claims under this title, such as e.g. for additional consideration or compensation, shall not be permissible.

Any resulting changes in deadlines or delivery dates must be communicated to the CU, in writing, within 2 working days and agreed with the CU.

The CO undertakes to inform the CU of and to offer to the CU any options for improvement of the subject matter of the contract which become known to it. However, amendments may only be made on the basis of a follow-up purchase order.

17.9 Pledges/rights of retention:

No liens, rights of retention or other collaterals regarding parts or goods provided by the CU, as well as regarding the deliveries/services or parts thereof shall arise.

The CO shall ensure that a corresponding provision is included in all contracts with its subcontractors.

17.10 Reorganisation:

The CO shall inform the CU, without delay, of the initiation, cancellation or termination of any reorganisation procedure in accordance with the Corporate Reorganisation Act [Unternehmensreorganisationsgesetz] and shall report to the CU on a monthly basis during the reorganisation period on the status of such reorganisation.

17.11 Severability clause:

Should individual provisions of these General Commercial Terms and Conditions be void, ineffective, unlawful or impracticable, the validity of the remaining provisions shall remain in full force and effect.

In such a case, CO and CU shall be obliged to replace the void, ineffective, unlawful or impracticable provision with one which comes closest to the economic purpose of this provision and is legally effective.

17.12 Confidential information and data protection

The parties will have access to confidential information during the performance of this contract. The use of confidential information is only permitted within the scope and for the purpose of the agreed activities. The parties undertake to continue to keep in confidence any confidential information they receive and not to make any negative public statements concerning the other party.

'Confidential information' means commercially, legally, fiscally or technically sensitive or advantageous information that becomes known to the parties. Confidential information may include information that is identified as 'confidential' or 'protected by law' in any way, or whose confidential content is obvious. 'Personal data' in terms of Art. 4(1) of the GDPR is considered confidential information. This does not include any information that has come to the public domain in a lawful manner.

The parties undertake to comply with the legal and contractual provisions on data protection when processing confidential information. This includes (i) the data protection obligations of a controller (Art. 24 of the GDPR); (ii) the data protection principles (Art. 5 of the GDPR); (iii) the implementation of state-of-the-art technical security measures (Art. 32 of the GDPR); and (iv) the obligation of employees to maintain data secrecy (point (f) of Art. 5(1) of the GDPR). If either party is or becomes a processor according to Art. 4(8), 28 of the GDPR, the parties will enter into a separate agreement on processing with the CU for performing the relevant services.

The obligation of confidentiality shall not apply towards courts and public authorities where there is a legal obligation to disclosure.

Provided information may only be disclosed to third parties if (i) the third party is an external consultant who is legally or professionally bound to confidentiality; (ii) the third party is required by the respective party for the relevant order performance and has been equally bound to confidentiality; or (iii) the respective other party consents, in writing, to the disclosure.

After termination of the contract, at the latest within fourteen (14) days after a written request by the CU, the CO shall return to CU all available confidential information and further documents produced on the basis of this information or confirm, in writing, to the CU the destruction of the information and documents. This does not apply if and to the extent that there is an obligation to retain data required by law or pursuant to an administrative or judicial order.

The CU shall be entitled to verify compliance with this confidentiality agreement or to have it verified to the necessary extent. The CO shall cooperate to the best of their ability and grant appropriate access to its facilities.

The obligations defined above shall continue to apply after termination of this contract or the respective individual contract for a period of 5 years or – for personal data – indefinitely.

18. APPLICABLE LAW AND PLACE OF JURISDICTION

18.1 For purchase orders to any CO having its registered office outside the territory of the Republic of Austria:

Subject to Article 18.3, all disputes arising from the purchase order in question or relating to its infringement, dissolution or invalidity and which cannot be settled by mutual agreement, shall be settled definitively in accordance with the Rules of Arbitration and Conciliation of the International Arbitration Tribunal of the Austrian Chamber of Commerce, Vienna, by one or more arbitrators appointed in accordance with these Rules.

Austrian substantive law shall apply, to the exclusion of the 1980 UN Convention on the International Sale of Goods. The place of the arbitral tribunal shall be Vienna, Austria.

18.2 For purchase orders to any CO having its registered office in the territory of the Republic of Austria:

Subject to Article 18.3, all disputes arising from the present purchase order, which cannot be settled by mutual agreement, shall be finally settled in accordance with the Rules of Arbitration for the Permanent Arbitration Tribunal of the Chamber of Commerce at the registered office of the CU by an arbitration tribunal appointed in accordance with these Rules.

Austrian substantive law shall apply.

18.3 Ordinary court proceedings

In both of the above cases, the CU reserves the right to assert claims against the CO in accordance with Austrian substantive law (excluding the 1980 UN Convention on the International Sale of Goods) also in ordinary court proceedings before the court having substantive jurisdiction at the registered office of the CU instead of by an arbitration tribunal.

19. CONSTRUCTION, ASSEMBLY AND COMMISSIONING SERVICES

- 19.1** In the case of construction, assembly and commissioning services, the regulations for the 'Conditions for the execution of construction, as well as assembly and commissioning services' according to Attachment 1 to the GCTC shall apply.

20. CODE OF CONDUCT FOR SUPPLIERS

- 20.1** The CO agrees to comply with the code of conduct for suppliers (available on the website of the respective Bilfinger company at: Company – Procurement).

ATTACHMENT 1
to the
GENERAL COMMERCIAL TERMS AND CONDITIONS
for the Sourcing of
Systems, System Components and Services
JANUARY 2024
(GCTC 01/2024)

21. CONDITIONS FOR THE EXECUTION OF CONSTRUCTION AS WELL AS ASSEMBLY AND COMMISSIONING SERVICES

21.1 Validity:

The following provisions shall apply in addition and in connection with the provisions of Articles 1 to 20 of the GCTC 01/2024.

21.2 Standards, regulations, laws in the country of deployment:

21.2.1 The CO shall be obliged to rigorously comply with all laws, provisions and regulations in force in the country of deployment or issued during the realisation period.

21.2.2 The CO expressly declares that it is perfectly aware of the subject matter of the contract, that it knows the conditions on site, the customs, material and deployment conditions in the country of deployment and on the construction site and that it shall take account of all external circumstances during the implementation. If the CO does not have sufficient information within the meaning of the preceding paragraph, it will obtain it at its own expense and in good time. The CO further assures that it has familiarised itself, before concluding the contract, with the building site and its surroundings, with the local soil conditions and working conditions, traffic conditions and all other circumstances which are important for the execution of the deliveries/services, as well as with the details and documents of the CU and/or EC. Damage and disadvantages resulting from the failure of the CO to properly fulfil this obligation shall be at the CO's expense.

21.2.3 The relevant technical standards, regulations and factory standards of the EC shall apply; unless otherwise stipulated in the purchase order and/or specifications.

21.2.4 The CO declares that it holds all the necessary authorisations for the performance or execution of the agreed services, also in the country of deployment.

If necessary in the country of deployment, the CO shall be responsible for the corresponding commercial and tax registration of its company. All costs associated with the above shall be borne exclusively by the CO.

21.2.5 Customer's liability for work in Austria:

a) Austrian contractors:

The Contractor confirms that it is listed in the comprehensive list of Liability Exempt Companies (haftungsfreistellenden Unternehmen HFU -Gesamtliste) and undertakes to inform the Customer, in writing, immediately if they have been removed from the HFU comprehensive list. At the same time, it is understood that the Contractor, who refused to provide public access to their data, will hand over a power of attorney to the Customer for the exchange of information. Should the Contractor not be included or be removed from the HFU comprehensive list, a 20% deduction will be made in accordance with the statutory provisions. In such cases, the Contractor shall immediately inform the Customer of the service provider number.

b) Foreign Contractor:

The Contractor confirms that its staff is subject to the social security obligation in their home country. As proof of this, the Contractor shall provide the Customer with a copy of the E101/A1 form or the corresponding certificate according to the Social Security Convention for each member of staff employed on the site. If this form is not provided for each employee or if the Contractor is based in a country without a Social Security Convention with Austria, the Customer will retain 20% of the payment amount and will transfer it to the Service Centre – Employer Liability (DLZ-AGH). At the same time, the Customer will submit a report to the DLZ-AGH to examine the social security obligation.

21.2.6 Obligation to comply with the relevant statutory provisions in connection with employee remuneration/payment of contributions

The CO undertakes to pay its employees an adequate remuneration in accordance with the relevant statutory provisions and to observe all relevant protective provisions (in particular the Minimum Wage Act [MiLoG], Federal Act Protecting Against Wage and Social Dumping [LSD-BG], etc.) to the fullest extent.

Insofar as is necessary for the CU or requested by the CU, the CO shall promptly submit all necessary documents for verifying

- compliance with the relevant statutory provisions on remuneration;
- and the proper payment of social security contributions by it and its subcontractors.

The CO shall prepare and keep available all relevant documents accordingly.

The CO will also subject any companies it has engaged to the same obligation.

The CO shall indemnify the CU against all claims of third parties in this regard and shall compensate the CU for any damage resulting from the violation of the respective relevant statutory provisions.

21.2.7 CO's obligations to provide information/CU's claims for information

At the CU's request, the CO shall provide the following documents before the conclusion of the contract:

clearance certificates from:

- a) statutory health insurance;
- b) tax office.

The CO shall update the above certificates on a quarterly basis and present to the Purchasing Department the valid and up-to-date versions.

In addition to the provision of the above certificates in good time, the obligations incumbent upon the CO with regard to its workers assigned to the execution of the order, such as, in particular, the payment of the corresponding social security contributions and the income tax as well as the payment of the appropriate remuneration or the minimum wage, as well as synallagmatic main performance obligations under this contract are also agreed. The CU shall be entitled to information about the respective amounts.

In the event of failure to submit the above documents and/or to provide corresponding information and/or in the event of an infringement of the provisions in 21.2.6, the CU shall be entitled, at its discretion, to terminate the contract for cause or to withdraw from it. Furthermore, the CU will make appropriate security retentions if necessary, but at least 20% of the claims for payment due in each case.

The CO shall indemnify the CU against all claims of third parties (in particular those arising from the legally standardised liability as guarantor) in this regard and shall compensate the CU for any damage resulting from the infringement of the respective relevant statutory provisions.

The guarantees to be provided by the CO shall expressly also cover all liability risks of the CU in respect of employee remuneration, payment of social security contributions and income tax.

21.2.8. In the event that the CO delegates services to a subcontractor, the CO undertakes to commit its subcontractors in accordance with the regulations in 21.2.5, 21.2.6 and 21.2.7.

21.3 Prices:

By way of derogation from Article 3 of the GCTC 01/2024, the following rule shall apply:

21.3.1 The prices are agreed as fixed prices and shall include free delivery to the construction site for the performance of the services specified under the contract in a complete, proper, professional and timely manner, according to the state of the art and according to the conditions of this contract.

21.3.2 The agreed prices include all expenses in accordance with the applicable official, legal and other regulations, provisions, etc., and include, in particular:

21.3.2.1 All wages and salaries, including all wage and salary supplements, all related hardship allowances as well as special reimbursements, such as travel, separation and overnight allowances, travel expenses, bad weather costs, social security, visa costs, work and residence permits, etc.;

21.3.2.2 All cost of materials, including transport costs with loading and unloading, packaging and packaging disposal costs, equipment costs including supplies, equipment stock, subcontractor services and related surcharges, etc.

21.3.3 All expenses incurred to meet required realisation deadlines are included in the agreed prices.

21.3.4 The prices also include all taxes, duties and customs etc., which are incurred in connection with the supplies and services of the CO.

21.4 Performance of the services:

21.4.1 CU's construction site management:

The CU's construction site management monitors and supervises the construction process. These activities shall in no way limit the CO's overall responsibility. In particular, the CU shall be entitled to carry out or have carried out by third parties all tests and controls of building materials and components deemed necessary. All missed deadlines and costs resulting from these checks and controls shall be borne by the CO.

The CU's construction site management may at any time issue binding orders such as e.g.:

- Removal of materials and components from the construction site if, in the opinion of the CU's construction site management, they do not comply with the contract.
- Disposal and proper restoration of the building or parts thereof which, in the opinion of the CU's construction site management, were not carried out in accordance with the specifications.
- Removal of persons of the CO or its subcontractors from the construction site (see also Article 20.5.5).
- In the case the deliveries and services are not rendered in compliance with the contract: disposition on the further use of the equipment, devices, tools, materials, etc. available on the construction site.

The CO shall comply with all orders of this kind without undue delay at its own expense. If the CO fails to do so, the CU shall be entitled to entrust third parties with the execution of these orders without granting another grace period. All costs associated therewith shall be borne by the CO.

At the CU's request, samples material shall be provided by the CO, free of charge for test purposes.

21.4.2 CO's construction/assembly management:

The CO shall appoint an authorised construction manager and specify to the CU their name in writing. Such person may only be replaced in agreement with the CU's construction site management.

The CO shall be obliged to carefully examine the realisation documents provided by the CU and, in the event of discrepancies, to obtain the appropriate instructions from the CU's construction site management. Concerns about orders on the part of the CU or its construction site management must be raised in writing in good time before the work is carried out.

The Contractor must provide the necessary supervision of construction/assembly until the work has been completed.

At the request of the CU, the CO shall be obliged to take part in discussions and meetings with the EC. The CO further undertakes to conduct meetings with the EC in connection with the subject matter of the contract exclusively in the presence of a representative of the CU.

21.4.3. Start of work:

Before the start of each part of the work, the CO's construction or assembly manager must coordinate with the CU's construction site management whether the execution should be carried out unchanged or whether any changes have occurred. If the CO fails to do so before commencing its work, the CO shall bear any and all resulting costs.

21.4.4 Interruptions, hindrances

If the CO believes that it is hindered in the proper performance of its services, it must notify the CU of this without delay, but not later than within 3 working days, via a written notice of hindrance designated as such. This also applies to obvious hindrances.

The CO shall do everything reasonably required of it to enable the work to continue.

The CO shall not be entitled to any compensation for waiting periods and downtime and/or the reimbursement of other costs if

- its services have been interrupted by order of the CU's construction site management because the contractually agreed fulfilment by the CO is called into question;
- a case of force majeure has occurred;
- the services have been interrupted due to any conduct of the CO's staff contrary to the terms of the contract;
- the services have been interrupted due to administrative orders/conditions;
- services of the EC/CU cannot be provided according to technical specification in the event of supply disruptions;
- these are delays/hindrances which are not the fault of the CU;
- there are interruptions customary in construction;
- the Contractor failed to provide a proper hindrance notification in accordance with 21.4.4. paragraph 1.

21.4.5 CO's staff:

The CO shall ensure that it provides staff in a sufficient number and with sufficient qualifications. Unless otherwise agreed in the purchase order, the CO is also responsible for the transport, accommodation and catering of their staff. All resulting costs shall be borne by the CO.

The CO is responsible for ensuring that its own employees and those of its subcontractors comply with the laws and other regulations of the country of deployment. This applies, in particular, to the import, possession or use of weapons, alcoholic beverages, luxury food, drugs, foreign currency, etc. The CO must ensure that holidays and rest days or other customs in the country will be respected by its staff. The CO must take appropriate precautions to prevent illegal or disorderly behaviour of its staff and is responsible for the protection of persons and property on the construction site and its neighbourhood.

The CO shall prove that its employees have been instructed regarding the applicable construction site and assembly regulations.

Upon request of the CU, required qualifications of the staff deployed shall be evidenced by certificates (such as e.g. welding certificates) issued by an institution approved by the CU. Without giving any reasons, the CU may request practical tests of the staff employed by the CO, at the CO's expense and risk.

The CU reserves the right to remove the CO's staff from the construction site if they are either not appropriately qualified or behave improperly towards representative of the CU, EC or other persons. All related costs shall be borne by the CO.

The staff deployed at the construction site by the CO are intended exclusively for the fulfilment of the contract in question. The CO may neither use the staff for other purposes nor withdraw them, in whole or in part, without the CU's consent.

The CO shall ensure that its management personnel have sufficient command of the German language, both orally and in writing. If the management personnel does not speak German at an adequate level, the CO shall make available appropriately trained interpreters at the CO's expense for the entire duration of the work on the construction site.

21.4.6 Material, devices:

The CO shall provide all materials and devices necessary for the fulfilment of its work, unless expressly provided otherwise in the purchase order. The quality of the materials must comply with the service specifications and the standards and regulations set out in the purchase order and must be documented at the request of the CU.

If materials are used for which no quality determination is available, suitable proof of quality must be provided by the CO. These materials may only be used with the express permission of the CU.

The CO shall ensure, in good time, an appropriate stock of building materials, other materials, consumables and media.

All consequences of any postponement of deadlines arising from the untimely availability of materials, building materials and media shall be at the expense of the CO.

All devices, equipment, facilities, auxiliary and consumable materials, auxiliary structures, building materials and other supplies of the CO are intended exclusively for the execution and completion of the construction work. The CO may neither remove nor use such devices and materials for any other purpose without the written consent of the CU's construction site management (which will, however, not be unreasonably withheld).

The CO shall notify the CU without delay of any concerns the CO has regarding materials, substances, components and working equipment prescribed by the CU, including the instructions issued in this regard.

21.4.7 Provision of materials by the CU or EC:

If materials, finished parts, plant components, consumables, documentation etc. are provided by the CU or EC, the CO shall be fully responsible for their proper use. The use of these substances shall be demonstrated according to the items of the purchase order by means of a material statement based on the execution plans. Any deficiency due to improper storage or use, shrinkage, loss or the like shall be invoiced to the CO at the prices prevailing on the respective day. Final invoices without material billing will be considered incomplete.

The materials, etc. to be provided by the CU or EA must be requested by the CO in good time from the CU's construction site management, including a verifiable list, staggered according to actually required delivery dates and quantities.

21.5. Non-documented deliveries and services; time work:

21.5.1 The CO shall not execute deliveries and services which are not included in the purchase order without the CU's written instruction.

If, during the performance of the contractual deliveries and services, the need arises to carry out any work for which no unit prices are provided for in the purchase order, and if such are ordered by the CU's construction site management, the CO must carry out the work ordered and, in addition to entering them in the construction diary, submit a supplementary offer for such without delay.

Where progress in construction so permits, supplementary offers shall be submitted before the service is performed. The calculation of supplementary offers shall be made on the basis of the purchase order.

Supplementary offers can only be made for work which, in the opinion of the CU's construction site management cannot be assigned to any item of the service specification. Supplementary offers will be verified by the CU, negotiated with the CO and documented as a purchase order supplement.

21.5.2 The CO undertakes to carry out hourly work within the scope of the purchase order upon an instruction given by the CU's construction site management. The CO shall update the hourly work lists for hourly-paid additional work on a daily basis and submit them for confirmation to the CU's construction site management or its authorised representative no later than on the following working day. Hourly work lists submitted late will not be accepted.

Materials used for hourly work – unless already specified in the purchase order – are to be invoiced at reasonable daily prices, which the CU reserves the right to check.

Rates for hourly work – unless already specified in the purchase order – must be offered before the start of this work and must be confirmed/agreed by the CU in order to be invoiced. The rates specified are valid for the duration of the contract.

21.5.3 The CO will not claim any scheduling consequences and costs arising from work carried out in accordance with Articles 21.7.1 and 21.7.2 – which it performs within the scope of the purchase order and which exceed the agreed remuneration in accordance with Articles 21.7.1 and 21.7.2.

21.6 Deadlines:

The CO is obliged to observe agreed deadline at all times. The flexible execution of the orders in the event of impending or occurring defaults involves, in particular, increasing the use of devices and personnel, the performance of overtime and work in multi-shift operation.

The acceptance of any services rendered late does not imply any waiver on any contractual or statutory claims of the CU resulting from the delay.

No compensation shall be paid by the CU for changes in deadlines and sequence during the term of the construction/assembly.

21.7 Safety/order/environmental protection/quality:

21.7.1 The CO and its subcontractor must have a functioning safety, health environment (SHE) organisation for all activities on the construction site and demonstrate this prior to acceptance of the order by submitting a safety system certificate such as SCC, BS 8800, OHSAS etc. The CO shall solely and in all respects be responsible and liable for compliance with legal and other safety measures, in particular those applicable to the place of work or those applicable according to the nature of the work, as well as with the laws on employment of foreigners, etc.

The CO shall have its devices, machinery or other equipment repaired or remedied immediately if safety defects and hazards are identified. In the event of non-compliance, the CU shall be entitled to have these devices, machines or other equipment repaired at the CO's expense.

It alone shall be responsible for the safety and quality of its deliveries and services, even if these are to be executed using materials/tools/devices provided by the CU or by the EC. An inspection will not relieve the CO of their full responsibility.

The CO shall report any and all accidents at work immediately, directly and in the correct manner to the competent authority and the CU, in the event that such accidents occur to their staff on the construction site.

Before the start of the work, the CO's manager must obtain information from the CU's construction site management about the operating conditions and any additional safety precautions associated with them, and confirm, in writing, that they have read or received the relevant information sheets on accident prevention. Any instructions given in this regard by the CU's construction site management or its safety staff must always be complied with.

21.7.2 During the performance of work, all precautions shall be taken to prevent damage to, or soiling/pollution of, any existing plant, railway or road installations and to prevent a disruption of the operations. For work within factory areas, the CO must comply with the restrictions for passenger and freight traffic (entry and exit, pass requirement, etc.).

The CO shall be responsible for protecting the equipment and materials used at the construction site or workplace against misuse and theft, even in the area of the fenced construction site.

Work stations and transport routes must be kept clean at all times, waste and packaging material must be tidied up, taken out into the open, stored safely against fire and storm, or be disposed of in accordance with the relevant laws. All soiling resulting from own work must be removed immediately. In the event of failure to do so, third parties will do that at the CO's expense.

In the event that the polluter cannot be identified, the costs incurred by the removal of the soiling/pollution shall be charged to the CO operating on the site at that time, on a pro rata basis to the respective order amounts.

All parties involved are obliged to ensure a smooth cooperation on the construction site and to arrange for the clarification of disputed issues in good time with the CU's construction site management.

21.7.3 The CO shall be obliged to take all necessary measures (e.g. containment, disposal of waste materials, etc.) to comply with the statutory provisions/requirements with regard to environmental protection.

21.7.4 Every single infringement of safety, regulatory and/or environmental regulations shall be punishable by a contractual penalty, the amount of which will be provided for in the individual contract/purchase order.

21.7.5 The CU shall also have the right to carry out quality audits during the term of the contract. This relates to the demonstration of the comprehensive quality of the CO's deliveries and services, and includes the additional tests, free of charge for the CU.

21.8 Liability:

21.8.1 The CO shall be liable for all damage caused by it.

21.8.2 Any insurance policies which the CU may have taken out shall generally not release the CO of its liability; insofar as the CU has taken out insurance policies also for the interests of the CO, the CU undertakes to maintain the CO's claims in good faith, but without itself assuming the risks, rights and obligations of the CO. Any deductible shall be borne by the CO.

21.8.3 Where the polluter cannot be determined satisfactorily, all companies involved in the construction project at the time of an event of pollution shall be liable in proportion to the respective order amounts, insofar as they are engaged by the CU, for the elimination of damage and/or pollution in the CO's construction/assembly area.

21.8.4 The CO undertakes to indemnify and keep the CU/EC and third parties harmless from any damage or accidents suffered by its staff. If claims are asserted against the CU by third parties because of damage attributable to the CO, the CO shall indemnify the CU against all resulting claims.

21.8.5 The CO shall bear full responsibility for the actions of its personnel within and outside the construction sites. It shall compensate the CU and/or EC and/or third parties for all damage caused by its staff.

21.8.6 By way of derogation from Article 11.2 of the GCTC 01/2024, construction and assembly services shall be covered by a guarantee period in accordance with the legal provisions in force at the place of installation, but at least 36 months from the acceptance of the complete system.

21.8.7 By way of derogation from Article 17 of the GCTC 01/2024, the transfer of ownership shall take place in accordance with the customer contract. The CO is aware of the relevant provisions.

21.9 Invoicing:

The following provisions shall apply in addition to Article 4 of the GCTC 01/2024:

21.9.1 Unless otherwise stipulated in the order letter, monthly advance invoices can be filed for the respective services provided up to the end of a month.

Any partial invoices shall be accompanied by an invoice concept confirmed by the CU's construction site management.

21.9.2 The structure of all invoices shall correspond to the items in the service specification.

21.9.3. Invoices for hourly-paid additional work shall contain serial numbers and must be presented separately.

21.9.4 The final invoice pursuant to Article 4 of the GCTC 01/2024 can only be drawn up after completion of remediation of any list of defects or residual items. The final invoice must be accompanied by all necessary accounting documents such as mass calculations, billing plans, photographs, reports on hourly work, material bills and similar. All dimensions of the mass calculation must be identified or recorded in the plans and photographs and must be clearly and unambiguously associated with the calculation. The CU's test period shall not exceed 3 months.

21.9.5 The invoices must take into account the tax provisions applicable in the respective EU country (in particular value added tax).