

GENERAL TERMS AND CONDITIONS OF PURCHASE (GCP 01/2024)

valid for Bilfinger Industrial Services GmbH, Bilfinger Bohr- und Rohrtechnik GmbH and Bilfinger Industrial Services Österreich GmbH

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1. PLACING ORDERS

- (1) The Contractor agrees to comply with the specification and the wording of the Client in its quote. Any comments or deviations must be specifically and clearly indicated in writing by the Contractor in its quote. Irrespective of the quotes issued, all orders, including all amendments and supplements thereto, shall only be legally binding for the Client – see order for company name and address – if they have been issued in writing by the relevant purchasing department at the Client's company.
- (2) The Contractor may only rely on statements by other individuals if it immediately informs the relevant purchasing department and has received written confirmation thereof.
- (3) These Terms and Conditions of Purchase from the Client shall be deemed to have been accepted by the Contractor at the latest upon commencement of the execution of the order by the Contractor. Any terms and conditions from the Contractor (e.g. quotes, terms of sale) shall only be binding on the Client without exception if they are expressly recognised as such in writing by the Client. Orders placed verbally or by phone as well as supplements and amendments to orders already placed shall be binding for the Client only if confirmed in writing or by fax.
- (4) The order date is the date on which the order was placed. The order shall be confirmed or rejected in writing by the Contractor within ten days of the order date. If the Contractor does not confirm the order to the Client within this period, a contract with the content of the purchase order/order is concluded. If the order is not accepted with an order confirmation with which the order is accepted in full, the Client shall be entitled to cancel the order without stating reasons, without the Contractor being entitled to claims of any nature from this cancellation. Cancellation shall be considered timely if it was sent prior to receipt of the order acceptance. Deviations from the purchase order must be clearly communicated and require the express consent of the Client issued in writing or by fax to be effective. Unconditional acceptance of goods shall not constitute such approval.

2. PRICES

All prices are fixed and do not include value-added tax, inclusive of all taxes, duties, etc., which contain all expenses incurred by the Contractor prior to the complete fulfilment of the deliveries and services, e.g. transportation and insurance. If the purchase order does not contain any provisions to the contrary, delivered at place (DAP) in Austria in accordance with INCOTERMS 2020 shall be used to determine the price. The price includes the costs of documentation, technical checks, painting, corrosion protection, labelling, signs, etc.

3. PAYMENT

- (1) Unless otherwise agreed, payment shall be made by the Client after proper invoicing (see item. 4) and after the fulfilment of all the conditions specified in the purchase order in this regard, in particular timely delivery of documentation. Payment after 30 days from invoicing shall be made with a 3% discount or after 45 days with a 2% discount or after 60 days net, at the Client's discretion. Cash on delivery consignments will not be accepted (with the exception of special written agreements). Complaints regarding the delivery/service shall entitle the Client to withhold payments due in full. Payment does not imply recognition of the contractual conformity of the deliveries and services and therefore does not constitute a waiver of fulfilment, warranty, damages etc. on the part of the Client.
- (2) Payments shall not be deemed a waiver of the Client's claims.
- (3) The agreed payment period shall commence – subject to a complete, defect-free and contractual delivery/service – only after the end of an 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.
- (4) 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 exclusively be made 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 Contractor has its principal place of business. Timeliness of payment shall be determined by the date on which the transfer order is issued to the bank.
- (5) Only in the event of default of payment for which the Client is responsible shall the Client be required to pay default interest; the applicable interest rate in this case shall be 2% p.a. The Contractor shall not be entitled to any further claims.
- (6) Retention of payment: The Client shall be entitled to withhold payments at any time if the Contractor fails to meet its contractual obligations (e.g. quality, deadline, function, etc.) or for as long as the Contractor fails to remedy defects. The retention of payments shall not entitle the Contractor to cease execution of the order. The Client'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.

4. INVOICING

- (1) Deliveries and invoices must be made in accordance with the contract and separately for each order. One copy of each invoice is to be submitted to the Client (see purchase order for company name and address), with a copy of the shipment notification or delivery note. Construction invoices are to be submitted in five copies. Service invoices are also to be accompanied by confirmation of performance. Point 5 also applies to consignments subject to customs clearance.
- (2) Contractors from an EU country must state the applicable tax rate or a reference to tax exemption and the movement of goods, the date of issue, the invoice number and the VAT number of the Contractor in addition to the information required by law in all invoices.
- (3) Invoices will only be accepted if sent to the e-mail address stated in the purchase order for the respective Bilfinger company. Invoices sent to other e-mail addresses (particularly personal ones) shall be considered not delivered and will not be processed. Each invoice must contain the corresponding order number, the project name, the project number, the service performed, the cost centre, the recipient and payments received. Furthermore, it must be addressed to the billing address specified by the Client. A separate e-mail must be sent for each invoice.
- (4) Each invoice must be accompanied by proof of performance signed by the Client (acceptance report(s), delivery note(s), time sheet, etc.). The invoice and the associated proof of performance (delivery note(s), acceptance report(s), time records, etc.) must be compiled in one document.
- (5) Other documents that are not invoices (order confirmations, dunning letters, newsletters, etc.) sent to the abovementioned e-mail address will be deleted and considered not delivered.

5. PACKAGING AND SHIPPING

- (1) The shipping conditions and packaging guidelines specified by the Client apply. If these guidelines have not been provided to the Contractor, they must be requested from the Client. If the Client provides transport, an agreement must be reached with the Client's procurement department before special transport measures are taken (e.g. air freight, express service) in the event of time-critical consignments, otherwise the costs shall be borne by the Contractor. The Contractor must provide a valid proof of preference (such as a movement of goods certificate, certificate of origin, etc.). Separate terms of the Client must be observed. Unless otherwise stated in the Client's shipping conditions, the shipping documents accompanying the goods must not contain any information on values.

- (2) The Client shall only bear the costs for transport insurance where expressly agreed. In the event of non-compliance with the Client's requirements with regard to shipping, packaging, customs clearance or documentation, all risks, damages and costs resulting therefrom shall be borne by the Contractor and the due date for payment of the invoice shall be postponed accordingly until fulfilment or submission of the missing documentation. Products subject to special product regulations, e.g. hazardous goods regulations, must be classified, packaged and labelled in accordance with the regulations; the legally required safety data sheets must be enclosed.

6. DELIVERY DATES

- (1) Delivery dates must be strictly adhered to. Deliveries before the due date are only permitted with prior written approval by the Client and do not result in any claims for early payment.
- (2) If the Contractor becomes aware that it will not be able to meet the agreed deadlines and delivery dates, it must inform the Client in writing without delay, stating the reasons and the expected duration of the delay.
- (3) For deliveries and services, the delivery date shall be the date of the complete, contractual fulfilment of all obligations incumbent on the Contractor in accordance with the purchase order, including complete and correct documentation.
- (4) If the Contractor fails to comply with the delivery dates or the intermediate or final deadlines agreed in the order, it shall be required to pay the following contractual penalties up to the date on which delivery takes place, calculated in each case from the total order value. If applicable, the contractual penalties may also be offset against unpaid invoices or the outstanding claims of the Contractor. All conditions apply simultaneously: Delivery and performance: 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.
- (5) The Contractor shall be liable to pay a penalty for delays upon the occurrence of an objective delay, irrespective of whether the Contractor is at fault. Reservations on the part of the Client upon acceptance of the delivery are not necessary to safeguard the claim to a contractual penalty.
- (6) The payment of contractual penalties does not release the Contractor from its duty to provide services and of any resulting liability. The Client is free to demand compensation for damages that occur in excess of the contractual penalty.

7. WARRANTY/GUARANTEE

- (1) The Contractor warrants the contractually agreed and typically assumed characteristics, the completeness and suitability of its deliveries and services and that its deliveries and services comply with the state of the art and all relevant standards under private and public law for a period of 24 months for movable items and 36 months for immovable items and guarantees its work is free from material defects and defects of title for the duration of this warranty period.
- (2) The warranty period shall commence upon the final acceptance of the entire system by the end consumer (customer of the Client = EA).
- (3) Without prejudice to other rights of the Client and irrespective of fault on the part of the Contractor, the Client shall be entitled to have any identified defects or damage repaired by third parties at the Contractor's expense or to repair them itself if the Contractor fails to comply with the request to remedy the defects within a reasonable period of time.
- (4) In the event of subsequent performance, the Contractor shall also bear the costs for removal and installation of the defective component in particular. The Contractor shall compensate the Client for any losses incurred as a result of the removal and installation of other items; in this respect, the Contractor also hereby indemnifies the Client against all third-party claims.
- (5) The Client shall not be obliged to inspect the goods and report any defects affecting the Contractor's deliveries and services prior to commissioning or use. In the event of a replacement delivery and repair, the warranty shall start again. The application of Section 377 of the Austrian Business Code [Unternehmensgesetzbuch - UGB] is waived by mutual agreement.
- (6) Upon receipt of the written notification of defects from the Client by the Contractor, the limitation period for warranty and guarantee claims shall be suspended until the Contractor rejects the claims, confirms elimination of the defect or otherwise refuses to continue negotiations on the claims raised.
- (7) In the case of goods with digital elements and digital services, the Contractor shall be liable for ensuring that the Client 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.

8. COMPENSATION FOR DAMAGES, PRODUCT LIABILITY, INSURANCE

- (1) The Contractor shall be liable to the Client to the extent permitted by law. In the event that the delivered goods are defective within the meaning of the Product Liability Act and claims are asserted against the Client as a result, the Contractor shall reimburse the Client for all expenses incurred and fully indemnify the Client. The Contractor assigns all its claims for defects, warranty and damages against its contractual partners to the Client on account of performance. The Client hereby accepts this assignment.
- (2) The Contractor is required to provide complete yet easily understandable instructions for use, to keep all necessary documents and to monitor the product closely. The Contractor must also revise/modify the product without being requested to do so if it becomes aware of any potential issues that could give rise to liability.
- (3) If a third party suffers damage as a result of a defect or error, the Contractor shall bear sole responsibility for the damage incurred, unless it can be attributed to the Client due to intent or gross negligence. In the event that claims are asserted against the Client by a third party, the Contractor agrees to indemnify the Client against all claims.
- (4) The Contractor shall provide the Client with evidence of the conclusion of a business, product and planning liability insurance policy in accordance with customary international standards with minimum coverage equivalent to EUR 2,500,000.00 per claim. The insurance policies taken out by the Contractor must include a waiver of recourse in favour of the Client and EA.

9. SPARE PARTS

- (1) The Contractor agrees to keep spare parts for the delivered products for a period of at least 5 years after delivery.
- (2) If the Contractor intends to discontinue production of spare parts for the delivered products, it must inform the Client immediately after the corresponding decision has been made. Subject to paragraph 1, the decision to discontinue production must be made at least 6 months prior to ending production.

10. CANCELLATION BY THE CLIENT

The Client may cancel the contract until delivery of the goods by written declaration. In this case, the Contractor may demand appropriate compensation from the Client to cover its proven expenses incurred prior to the notice of cancellation.

11. ASSIGNMENT/OFFSETTING/RIGHT OF RETENTION

- (1) The Contractor may only assign claims for payment of the purchase price with prior consent from the Client.
- (2) The Contractor shall only be entitled to offset claims and exercise rights of retention if its counterclaims are undisputed or have been legally established. Rights of retention may only be exercised in the contractual relationship concerning the outstanding claim of the Client.

12. OFFSETTING

- (1) The term 'affiliates' in this clause pertains to affiliates within the meaning of Sections 15 et seq. AktG (Stock Corporation Act) in relation to the Contractor and companies with 'Bilfinger' in their company name in relation to the Client. Upon request, the Client shall send the Contractor a list of its affiliates.

- (2) The Client shall be entitled to offset claims asserted by the Contractor arising from or in connection with this contract
 - (a) with claims asserted by the Client against the Contractor and/or against affiliates of the Contractor,
 - (b) with claims asserted by affiliates of the Client against the Contractor; and
 - (c) with claims asserted by affiliates of the Client against affiliates of the Contractor or to exercise rights of retention in this regard.
- (3) The Client shall be entitled to offset claims asserted by the Contractor against affiliates of the Client
 - (a) with claims asserted by the Client or affiliates of the Client against the Contractor
 - (b) with claims asserted by the Client or affiliates of the Client against affiliates of the Contractor.
- (4) Affiliates of the Client are equally entitled to offset claims or exercise rights of retention in the claim constellations outlined in paragraphs (2) and (3).

13. SANCTIONS, EXPORT CONTROL AND ORIGIN OF GOODS

- (1) The Client 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 Client from fulfilling the contract.
- (2) The Contractor 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 contractual goods (i.e. goods, software, technology). In particular, the Contractor shall not supply the Client with goods subject to an import ban in the European Union.
- (3) The Contractor shall provide the Client with all information necessary for the export of the goods without undue delay after the binding order, transmitting the relevant data for all goods delivered within the context of this order free of charge by means of the form "Declaration regarding export restrictions, statistical commodity numbers, origin of goods and preferences" or on other commercial documents in a suitable form. The Contractor undertakes to inform the Client in writing of any changes that occur at any time.
- (4) Upon request, the Contractor shall provide the Client with all documents and evidence required to import the goods into the European Union.
- (5) The Contractor will without undue delay and free of charge provide the Client 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 Client before issue.
- (6) The Contractor will indemnify the Client against all damages, financial losses and claims of third parties that arise for the Client due to the Contractor breaching one of the above obligations, unless the Contractor is not responsible for the breach of obligation.

14. RIGHTS TO THE SUBJECT MATTER OF THE CONTRACT

- (1) The Contractor undertakes to ensure that the use of the Contractor'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 violate applicable boycott clauses, blacklists, etc. The Contractor shall inform the Client without delay of any subsequent violation of third-party rights or boycotts, blacklists etc. The Contractor shall indemnify and hold the Client and/or EA harmless for all third-party claims asserted under this title without any limitation and compensate all expenses incurred.
- (2) Enquiry documents must be returned to the Client with the quote or after the order has been executed without prompting. No remuneration shall be granted for the preparation of quotes. The submission of a quote includes the agreement that technical quote documents may be made available to third parties (engineering partners, customers, etc.) to the extent necessary without any claims being asserted against the Client. Quote documents will not be returned.

15. COPYRIGHT

The ownership and exclusive right of use to the drawings, information and expertise provided by the Client to the Contractor, as well as of the drawings and documents etc. created by the Contractor in the course of performing the order, shall remain owned by the Client. The Contractor recognises that these are protected by copyright exclusively for the Client.

16. CONFIDENTIAL INFORMATION AND DATA PROTECTION

- (1) In the performance of this contract, the parties will have access to confidential information. The use of confidential information is only permitted within the scope and for the purpose of the agreed activities. The parties undertake to maintain confidentiality with regard to the confidential information received and not to make any negative public statements concerning the other party.
- (2) 'Confidential information' refers to 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' as defined in Article 4(1) of the GDPR is considered confidential information. This does not include information that has legally entered the public domain.
- (3) 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 a party currently is or will be a processor within the meaning of Art. 4 (8), 28 of the GDPR, it must conclude an agreement with the Client for commissioned processing separately for the respective service provision.
- (4) The duty of confidentiality does not apply to courts and authorities where there is a legal obligation to disclose information; the respective party must be notified immediately of any disclosure of confidential information.
- (5) The disclosure of provided information to third parties is only permitted 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.
- (6) After termination of the contract, at the latest within fourteen (14) days after written request by the Client, the Contractor shall return all available confidential information and further documents produced on the basis of this information to the Client or confirm in writing to the Client 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.
- (7) The Client shall be entitled to verify compliance with this confidentiality agreement or to have it verified to the necessary extent. The Contractor shall cooperate to the best of its ability in such verification and grant corresponding access to its facilities.
- (8) The obligations in this 'confidential information' paragraph 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.

17. FORCE MAJEURE

- (1) The Contractor shall be wholly or partly released from the 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 Contractor and were unforeseeable at the time the contract was concluded.
- (2) However, the Contractor hindered by a force majeure event may only invoke the existence of force majeure if it submits to the Client without delay, but at the latest within 5 calendar days of 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.
- (3) In cases of force majeure, the Contractor shall make every effort to eliminate or minimise the difficulties and foreseeable damage and shall keep the Client 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 Client may withdraw from the contract in whole or in part. The Client shall not be liable to the Contractor for the consequences of impairments in the performance of the contract caused by force majeure.

18. RESCISSION

- (1) In the event of a breach of contract by the Contractor, the Client may terminate the contract in whole or in part after granting a reasonable grace period. Such violations include, in particular, delays to interim or final delivery dates, unauthorised subcontracts or other shortcomings in performance that endanger the performance of the contract by the Client vis-à-vis its contractual partners or violations of provisions of the code of conduct for suppliers. In such cases, the Client shall be entitled to carry out the omitted or insufficiently performed deliveries and services itself or by third parties at the Contractor's expense (replacement performance). The costs incurred in this process can either be invoiced directly by the Client, whereby a payment period of 30 days after the invoice shall be deemed to have been agreed, or deducted from the next payments due from the Client to the Contractor. If exercising the right to substitute performance requires access to industrial property rights, documentation (e.g. workshop drawings, calculations) or other information, the Contractor hereby bindingly assures the Client access to the rights, documentation and information required for this purpose.
- (2) The Client shall have the right to withdraw from the contract at any time, even without fault on the Contractor's part, in whole or in part. In this case, the Client shall be obliged to pay the Contractor 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 Contractor shall be obliged to make every effort to minimise the costs to be reimbursed by the Client after the declaration of the rescission. If the Client withdraws from the contract due to a culpable breach of contract by the Contractor, the Client and/or EA shall be entitled to use the Contractor's deliveries and services rendered up to that point in time. Any costs associated with this use shall be borne by the Contractor.

19. SUPPLY CHAIN SECURITY

- (1) The Contractor will issue the necessary organisational instructions and take the necessary organisational measures, in particular in the areas of property protection, business partners, personnel safety and information security, packaging and transport, in order to ensure security and safety in the supply chain in accordance with the requirements of corresponding, internationally recognised initiatives based on the WCO Safe Framework of Standards (e.g. AEO, C-TPAT). The Contractor will protect deliveries and services to the Client or to third parties designated by the Client against unauthorised access and unauthorised manipulation. The Contractor will only employ reliable staff for such deliveries and services, and will also oblige any subcontractors to take similar appropriate measures.
- (2) If the Contractor culpably breaches the provisions of this clause, the Client shall be entitled, without prejudice to further claims, to terminate or withdraw from the contract. If it is possible to remedy the breach of obligation, then this right may only be exercised after a reasonable grace period for remedying the breach of obligation has expired.

20. MISCELLANEOUS

- (1) The Client reserves, also for the EA and their testing bodies, the right to carry out on-time and quality checks as well as technical interim and final inspections (including packaging inspections) in the offices, production facilities and warehouses of the Contractor and its subcontractors at any time, e.g. during the design, planning, production and delivery preparation stages, and to reject inadequate documentation and defective materials. These checks and inspections do not release the Contractor from its responsibility and are not considered to constitute approval of a delivery/service. All subcontractors and suppliers of the Contractor shall be announced to the Client without exception in good time in writing and shall be approved by the Client in writing.
- (2) If acceptance is required by law or contractually agreed, the transfer of risk shall take place upon acceptance by the Client. The transfer of ownership shall take place upon delivery.
- (3) Persons who make statements on behalf of the Contractor to the Client shall be deemed fully authorised to do so.
- (4) The Contractor shall bear any ancillary costs related to the execution of the order that are not regulated in agreements or in INCOTERMS 2020. If requested by the Client, the Contractor agrees to proper storage for up to 3 months at the Contractor's expense and risk on behalf of the Client.
- (5) All deliveries to the Client shall be made without reservation of title and rights of third parties. Reservations by the Contractor in this regard shall also be legally ineffective without express objection by the Client.
- (6) The Contractor shall also be liable for compliance with these Terms and Conditions of Purchase by its subcontractors and suppliers. The Contractor is liable for the fault of its subcontractors and suppliers as for its own fault. Without prejudice to the provisions in these terms and conditions of purchase, further legal claims of the Client shall remain unaffected.
- (7) Amendments to the contract and all unilateral legal declarations must be made in writing for evidential purposes; this also includes any waiver of the written form requirement.

21. PLACE OF JURISDICTION

- (1) The place of jurisdiction for all disputes in connection with any legally valid contractual relationship between the Contractor and the Client based on these Terms and Conditions (including those concerning the validity of the contract itself) shall exclusively be the court with subject-matter jurisdiction over the Client's registered office.
- (2) However, the Client may, at its own discretion, also bring a suit before the competent court of law at the Contractor's registered office or before the court of arbitration at the Austrian Federal Economic Chamber in Vienna (place of arbitration: Vienna; language of proceedings: German).

22. GOVERNING LAW

The contract is governed by Austrian substantive law, excluding national and international provisions on the conflict of laws and the UN Convention on the International Sale of Goods 1980.

23. CODE OF CONDUCT FOR SUPPLIERS

- (1) The Contractor agrees to comply with the code of conduct for suppliers (available on the homepage of the respective Bilfinger company under: Company - Procurement).
- (2) The Contractor acknowledges and agrees that any breach of the provisions under this clause (code of conduct for suppliers and business conduct) shall be deemed to be a material breach of this agreement, giving the Client the right to terminate the agreement at any time and with immediate effect. After exercising this right of termination, the Client shall not be obliged to pay any outstanding remuneration or to make any further payments. Furthermore, the Client shall not be obliged to pay compensation for any damages suffered by the Contractor as a result of termination in accordance with this clause.