

General Terms and Conditions of Sale (GTCS) BILFINGER

for sales, supplies of goods and services

1. Application of the GTCS

The GTCS shall apply to all supplies and services provided by Bilfinger Industrial Services GmbH or Bilfinger Bohr- und Rohrtechnik GmbH (in the following: Bilfinger). Any commercial or legal regulations of the Customer shall only apply if expressly agreed in writing.

2. Offers

- 2.1. Our offers are subject to approval by the relevant bodies in the Bilfinger Group.
- 2.2. Should our order confirmation contain amendments to the Customer's order, the amendments shall be considered to have been approved by the Customer unless he objects in writing within a period of five working days. The Customer accepts the terms of the contract when we start to provide supplies and/or services.
- 2.3. We are entitled to employ sub-contractors without the consent of the Customer.

3. Prices

- 3.1. Should a fixed price be agreed upon, this is valid until the end of the construction period as agreed in the contract, at the latest. The Customer shall bear the risk for any changes in the legal situation or with regard to regulations, approvals or standards or in the case of any other unexpected changes after the submission of the offer, also in regard to delivery dates and costs.
- 3.2. In addition, our supplies and services shall be calculated on the basis of time spent and actual expenses incurred. The time involved is based on our time sheets, which we regularly provide to our Customers for information purposes. We use the current hourly rates and current rates for equipment and surcharges. These regulations shall also apply in the event of impediment or time delays for which we are not responsible.
- 3.3. All prices are exclusive of VAT, taxes, fees or any other charges. Delivery prices are EXW (ex works) in accordance with Incoterms 2010 exclusive of packing costs, loading, duties, etc. Hourly rates apply to our sites.

4. Co-operation of the Customer, Bilfinger's rights

- 4.1. The Customer shall undertake (a) to carry out any necessary preparatory work in a professional manner at his own expense and responsibility and to provide us with all the available documentation in good time in order to fulfil the contract (e.g. operation manuals and registers, building area), (b) to secure the parts of the plant in which or on which work is to be carried out before we provide supplies and services and to provide us with clearance for any upstream and/or downstream components, (c) to dispose properly of all waste including any parts that have been removed, as long as they are not owned by us, at his own cost and to indemnify us of any liability in this regard.
- 4.2. Should the Customer fail to fulfil one of his obligations also with regard to time or to suitability, we are entitled to suspend our supplies and/or services or to refuse to carry these out and after having set a grace period we are entitled to withdraw from the contract.

5. Times and deadlines for supplies or services

- 5.1. We are entitled to carry out partial deliveries or advance deliveries of goods and/or services.
- 5.2. Any approvals from authorities and any other necessary approvals from third parties required to perform work on plants or on components are to be obtained by the Customer. In the event that any such approvals fail to be obtained in time, the period of delivery or performance shall be extended by the length of the delay plus the time required for demobilisation and remobilisation.

6. Transfer of risk

Benefit and risk shall pass to the Customer on the departure of the goods ex works or ex warehouse respectively, irrespective of the agreed pricing for the delivery.

7. Acceptance of the supplies and /or services

- 7.1. In the event that no acceptance test has been agreed, the supplies or services shall be considered to have been accepted by the Customer unless the Customer makes a complaint to us immediately after the delivery of the supplies or services.
- 7.2. Should the acceptance of the goods or services be subject to any delay for which we are not responsible, the acceptance shall be considered to have taken place after a period of two weeks following our notice of completion of the work.
- 7.3. The Customer shall not be entitled to refuse acceptance unless he is able to provide evidence that the defects are major and prevent our supplies and/or services from being used in accordance with their contractually defined purpose.

8. Terms of payment

- 8.1. The contract price invoiced by us shall be paid without any discount within 14 days from the date of invoice. In the case of contracts whose execution takes longer than one month, we are entitled to send partial monthly invoices.
- 8.2. Payments shall be made – unless otherwise defined in our offer – in euros, by bank transfer to one of our business accounts. Any costs arising from a different method of payment shall be borne by the customer.
- 8.3. The customer may only off-set undisputed claims against our payment claims.
- 8.4. Payment shall be considered to have been executed on the date on which the money is on our account.

9. Retention of title

All the goods delivered by us including fittings, spare parts and replacement parts remain our property until all our receivables have been paid in full. This also applies in the event that the Customer installs, combines, mixes or processes the goods.

10. Force majeure

- 10.1. Force majeure, including, in particular war, changes in laws and any other decrees passed by authorities, natural disasters, fire, traffic delays and operational disturbances, energy shortages, strikes, epidemics, pandemics and any other inevitable and unforeseeable events releases the affected party to the contract from the fulfillment of his contractual obligations for the duration of the force majeure event and for an appropriate length of time to remove any effects of force majeure.
- 10.2. If, as a result of a force majeure event, the provision of particular supplies or services is no longer possible, the Customer shall be released from the partial payment obligation and we shall be released from the obligation to provide the supplies and services.
- 10.3. In case an event of force majeure will last for a longer period than 6 months, each party has the right to withdraw from the contract.

11. Personnel leasing

Personnel provided by us and leased by the Customer, shall exclusively work under the organizational, subject-specific and disciplinary supervision of the Customer. We only warrant and take over liability for the mutually agreed qualification of the transferred personnel. Any exceeding responsibility, including but not limited to any specific outcome or result, is hereby mutually excluded. This clause shall prevail over any of the following clauses.

12. Warranty

- 12.1. The warranty period shall end 24 months after acceptance by the Customer, at the latest 30 months after our notice of completion of work.
- 12.2. The Customer may only invoke warranty, if he describes and documents the defects that have arisen in writing to us so specifically that it is possible to evaluate the defects and their cause.
- 12.3. We provide warranty that the supplies or services have all the contractually agreed properties at the acceptance date. Warranty claims for defects for which we are responsible shall be exclusively fulfilled by way of repair or replacement or, should this not be possible from a technical or economical point of view, by a reduction in price. In case of repairs or replacements, the warranty period shall be extended for the respective part by the corresponding length of time. Any warranty obligations, in particular for parts which have been repaired and/or replaced, shall end 48 months after the initial acceptance at the latest.
- 12.4. Warranty shall be given only for those defects in connection with which the Customer is able to prove that they are not caused due to (1) instructions given by the Customer OR (2) supplies or services provided by the Customer or by third parties commissioned by the Customer respectively OR (3) normal wear and tear OR (4) force majeure, accident, , surges in electrical power or power failure OR (5) existing plant parts (old plants), which are not part of the scope of supply and services, OR (6) inappropriate use of the plant contrary to the terms of the contract or for any other reason (e.g. poor maintenance, excessive use ...) OR (7) any interference contrary to any instructions from us (e.g. documentation, operating instructions) or official orders OR (8) the use of materials, spare parts, etc. which were not provided by us.
- 12.5. In the event that the Customer or a third party carries out modifications to or maintenance on the subject supplies, services and/or plants, the warranty shall terminate immediately. We shall accept neither responsibility nor any costs for any defects rectified by the Customer.
- 12.6. Should it turn out, after the provision of supplies and/or services to determine or rectify defects that no warranty obligation for us exists, the Customer shall be obliged to pay for the supplies or services in accordance with Section 3. of the GTCS.
- 12.7. Any and all claims falling under the implied warranty shall be finally regulated – as far as is legally permitted – under this section.

13. Liability

- 13.1. Our liability – irrespective of the legal basis – shall be limited to the amount of the respective contract value at the maximum. Our liability vis-à-vis the Customer for loss of or cuts in production or loss of productivity, for pure financial loss, alternative energy sources and for loss of earnings for indirect, direct and/or consequential damages of any and all kinds shall be excluded. This limitation of liability and exclusion of liability respectively shall not apply in the event that damage for which we are responsible is caused intentionally or through gross negligence or if there is damage to the physical integrity or other compelling legal reasons exist for liability.
- 13.2. Should a penalty of whatever nature, e.g. for delay or for attaining performance values have been agreed upon, then this penalty shall serve as a full and final compensation, by way of which any and all claims by the Customer (e.g. for any excess compensation) from the respective title shall be considered to have been settled.
- 13.3. The legal precedence of restitution in kind applies. Any claims for damages become time-barred at the end of the warranty period at the latest.
- 13.4. Any and all claims falling under compensation for damages shall be finally regulated – as far as is legally permitted – under this section.

14. Withdrawal from the contract

- 14.1. In order for the Customer to be able to withdraw from the contract a significant delay in our provision of supplies or services, as well as the expiry of an appropriate extension of time set by the Customer in writing without a result having been obtained is necessary.
- 14.2. In the event that the Customer violates basic contractual obligations, e.g. payment in due time, we are entitled, at our discretion, either to withdraw from the contract on condition of setting a final deadline or to suspend provision of supplies and/or services until fulfilment of all due demands.
- 14.3. Should our withdrawal be justified, we have a right to compensation for any and all damages.
- 14.4. Should the Customer's withdrawal from the contract be justified, we shall be paid for all provisions of supplies and services until this date less the damage to the Customer despite an approach to minimize damages.
- 14.5. Other consequences of the withdrawal are – as far as legally permitted – excluded.

15. Confidentiality

Both parties are obliged to maintain secrecy regarding any data and information made known to them during contract initiation or the fulfillment of the contract, unless provisions by law or by legal authorities necessitate a disclosure to third parties. Third parties shall not include affiliates of Bilfinger. Copies of all our offer and project documentation, in particular plans, sketches and technical documentation may only be made with our written permission and only for internal purposes and may not be made accessible to other third parties. At our request the Customer shall be obliged to return all documentation (including all copies thereof, except automatically generated software back-ups) to us, especially if the contract will be not awarded.

16. Sanctions, Export control and End-Use

16.1. Bilfinger shall be released from all obligations arising from or in connection with the contract (including, inter alia, warranty and compensation for damages) if impediments exist due to national or international regulations of foreign trade law or an embargo and/or other sanctions which prevent fulfillment of the contract. Once Bilfinger is released from its obligation to fulfill the contract, Bilfinger shall only be entitled to

payment for supplies and services rendered until the date on which the right is exercised as well as for the supplies and services ordered that cannot be returned or revoked.

16.2. The goods in the scope of supply/service or any replica or copy thereof will not be used for activities related to nuclear weapons or the unsafeguarded nuclear fuel cycle. The goods will not be used for any activity related to the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological, radioactive or nuclear weapons. The goods will be used for civil end-uses only.

16.3. The Customer is obliged not to pass on the goods any replica or copy thereof within the scope of the supply/service either directly or indirectly to countries, persons or companies, which are subject to an EU and/or UN embargo relevant to the goods or which are on an applicable EU and UN sanctions list. The Customer is obliged to endeavor that this obligation is passed down the supply chain.

16.4. In case the export or re-export of the goods in the scope of supply/service or of any replica or copy thereof is subject to an approval requirement by the EU, such goods shall not be exported or re-exported without approval by the competent authorities.

16.5. The Customer is obliged to notify Bilfinger immediately of any breach of the obligations assumed in the aforementioned export control clauses of which the Customer becomes aware and to provide Bilfinger with the relevant information without delay. Bilfinger itself or through external third parties is entitled to verify compliance with these obligations assumed in the aforementioned export control clauses after prior notification and during normal business hours. Any such verification shall take into account the legitimate confidentiality interests of the Customer.

16.6. In the event of breach of obligations assumed in the aforementioned export control clauses, Bilfinger is entitled to terminate the contract with immediate effect, to demand the return of the goods subject to a prohibition of onward transfer, to claim damages and/or to assert a contractual penalty of a maximum of 3% of the contract price. Contractual penalties paid shall be credited against any claim for damages.

17. Place of jurisdiction, applicable law, severability clause

17.1. The parties agree as place of jurisdiction the authorized court in Linz, Upper Austria. Austrian substantive law under exclusion of its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods 1980 shall apply.

17.2. In the event that individual stipulations of the subject GTCS be or become ineffective or infeasible, for whatever reason, this shall have no influence on the validity of the remaining provisions. Both parties are obliged to mutually agree on an effective and feasible stipulation, which shall come as close as possible to the intent and purpose of the original stipulation.

Bilfinger Industrial Services GmbH
Bilfinger Bohr- und Rohrtechnik GmbH
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