



BILFINGER

Terms and Conditions of Purchase and Code of Conduct Bilfinger Industrial Services Schweiz AG, Zofingen

1. Scope of application

(1) The Purchaser (Client) within the meaning of the following Terms and Conditions of Purchase is the company named in the letterhead of the negotiation protocol/order.

(2) The Terms and Conditions of Purchase apply to all purchase agreements concluded between the parties. They also apply where the Contractor is required to manufacture or produce the object of the contract.

(3) Insofar as the parties have not expressly agreed in writing on the terms and conditions of purchase or supply of the Seller (hereinafter the Contractor), the present Terms and Conditions of Purchase apply exclusively to any purchase agreements between the Client and the Seller.

2. Conclusion of the agreement

(1) The statements by which the parties declare that the Purchase Agreement has been concluded are to be made in writing. The requirement for the written form is also deemed to have been met if the declarations are transmitted in electronic form or by fax.

(2) Any quotations prepared by the Contractor will be provided free of charge to the Client. In a quotation, the Contractor is to adhere to the specifications and wording of the enquiry on the part of the Client. In the event of any deviations, the Contractor must communicate this expressly and separately.

3. Prices

(1) The agreed prices include packaging for transport for requested deliveries as defined in Incoterms 2020® DDP, "Place of Dispatch". For transactions requested in accordance with Incoterms 2010® CPT, CIF, DAT or DAP "Reception point", the transport costs must be included in addition to the net fixed prices including packaging for transport. Unless otherwise agreed in writing, no other costs will be reimbursed.

(2) Should the Contractor reduce its prices by general declaration following the conclusion of the agreement, the prices valid on the day of delivery also apply to said agreement.

4. Withdrawal

The Client may withdraw from the agreement by means of a written declaration up to the moment of the delivery of the item purchased. In this case, the Contractor may demand reimbursement of its proven expenses incurred up to the moment of withdrawal.

5. Delivery time

(1) The agreed delivery dates are binding. The handover of the purchased item at the agreed place of performance is decisive for punctuality of the performance. The Contractor may deliver early or make partial deliveries only with the written consent of the Client. The Contractor must inform the Client promptly in writing of any delivery delays, including details of the expected delivery date. The rights of the Client concerning delays remain unaffected.

(2) Should the Client be in default of acceptance, the Contractor is not entitled to submit an application to a court for the consignment of the item purchased.

(3) In the event of default of acceptance, the Client is not obliged to reimburse the additional expenses for the unsuccessful delivery of the object requested as well as for its storage and maintenance, unless the Client has caused the default of acceptance intentionally or through gross negligence.

(4) Should the Contractor be in default of its obligation, a contractual penalty per day of default in the amount of 0.2% of the net contract price, but not exceeding 5% of the net contract price, shall be forfeited and offset against any damages. All other rights of the Client concerning delay remain unaffected.

6. Delivery, shipping, packaging and passing of risk

(1) The Contractor will carry out quality controls on the item purchased and certify this to the Client in an appropriate manner, at the latest upon delivery. After prior notification, the Client is entitled to monitor the quality control carried out by the Contractor. For this purpose, the Contractor must grant the Client or its representative access to the production and assembly facilities or storage locations during normal business hours.

(2) The Contractor shall package the object of purchase appropriately for transportation to the place of receipt. The Contractor shall take back all packaging material. The Contractor must ensure that the object of purchase (except for Incoterms 2020® DDP place of dispatch), if it is subject to special public transport or storage conditions in the country of origin, transit and destination known to it, is marked and transported in accordance with the regulations and that necessary declarations are issued for this purpose. If the delivery is made to a construction site, the Contractor shall collect the packaging material within a reasonable period of time specified by the Client. Expenses incurred in this respect are included in the contract prices.

(3) The place of performance depends on the agreed Incoterms.

(4) All deliveries require confirmation of receipt from an employee of the Client who is authorised to issue this kind of confirmation. The confirmation of receipt does not constitute any acknowledgement that the purchased item is complete or possesses the contractually specified properties. The inspection carried out by the Client is limited to obvious defects in the purchased item. The Client may give notice of defects within 60 calendar days of their discovery.

(5) In the case of deliveries to third countries, the Contractor must submit the following documents to the Client for import customs clearance in the recipient country before delivery: Package lists, evidence of direct transport (e.g. AWB, B/L or CMR consignment note), customs or commercial invoices, as well as any other documents that may be required for clearing the goods through customs.

(6) The Contractor shall package, label and ship hazardous goods in accordance with the relevant national and international regulations. With regard to delivery of the goods, the Contractor will comply with all of the duties incumbent on suppliers (as defined in Article 3 point 32 of Regulation (EC) No. 1907/2006 (hereinafter referred to as the "REACH Regulation")) pursuant to the REACH Regulation. In particular, in all the cases set out Article 31(1) to (3) of the REACH Regulation, the Contractor will make available a safety data sheet in accordance with Article 31 of the REACH Regulation in the language of the recipient country.

(7) If a delivery has been agreed that includes installation/servicing, ownership is transferred following correct installation/servicing and handover.

(8) If acceptance has been provided for by law or contractually agreed, risk passes once the Client has accepted the goods. If formal acceptance has been agreed, risk will not pass before successful acceptance by the Client has been confirmed in the acceptance report. The payment of invoice amounts does not replace formal acceptance.

(9) For deliveries of machines or systems, the Contractor will install and commission them if requested to do so by the Client. If the Contractor provides necessary equipment, then any costs incurred in this respect are to be separately itemised and invoiced; otherwise they are considered to have been included in the quotation. Should the Contractor be required to perform any additional development work in order to fulfil the contract, the Client bears the corresponding costs only if this has been previously agreed in writing.

(10) Insofar as the Contractor makes any processing, measurement or testing equipment or gauges available, the costs incurred in this respect are to be separately itemised and invoiced; otherwise they are considered to have been included in the quotation. Only calibrated measurement and testing equipment and gauges may be used.

(11) When supplying machines, work equipment and other systems, the Contractor shall ensure that they comply with the current state of technology and fulfil all legal requirements, and, if applicable, provide evidence of CE conformity.



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7. Export control, customs, origin of goods and preferences

(1) The Client will be released from all obligations arising from or in connection with the contract (including damages) if, after submitting a binding order or the conclusion of the contract, obstacles arise due to national or international provisions of foreign trade law or an embargo, and/or any other sanctions that prevent the Client from fulfilling the Agreement.

(2) The Contractor shall comply with all German and EU regulations as well as regulations of the USA, the United Kingdom and China that relate to the import, export or re-export of the goods (i.e. goods, software, technology) that are the subject of the contract.

(3) The Contractor shall provide the Client with all information necessary for the export of the goods by immediately, 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) The Contractor will immediately 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.

(5) 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-mentioned obligations, unless the Contractor is not responsible for the breach of obligation.

8. 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 and information security, packaging and transport, in order to ensure security 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 Section 7a, the Client is entitled, without prejudice to further claims, to terminate or withdraw from the Agreement. If it is possible to remedy the breach of obligation, then this right may only be exercised after a reasonable deadline for remedying the breach of obligation has expired.

9. Rights to claim for defects

(1) The Contractor undertakes to ensure that the purchased item is of the contractually agreed quality, is suitable for the use stipulated in the Agreement and complies with the latest state of technology and all relevant standards under private and public law. Furthermore, the Contractor is responsible for ensuring that no third-party rights – in particular no property rights, copyrights or patent rights – are infringed by its contractual service. The period of limitation for claims due to defects is at least two years, and is determined in accordance with the Code of Obligations (OR) Section 127 et seq.

(2) In the event of subsequent performance, in addition to the expenses as specified in Section 368, the Contractor shall bear the costs for removing and installing the defective purchased item. Furthermore, the Contractor is obligated to compensate for any damage caused to other objects as a result of removing or installing the defective purchased item, and will indemnify the Client from third-party claims in this respect. Should the Contractor deliver a defect-free purchased item instead of the defective one, it cannot then demand compensation for use from the Client.

(3) The place of subsequent performance is the location where the purchased item is located in accordance with its intended purpose. If the purchased item is installed on a third party's premises, the additional performance will be carried out in coordination with the third party and in compliance with their needs.

(4) The Contractor will assign any claims for defects, guarantee or damages against suppliers on account of performance to the Client, which accepts the assignment upon conclusion of the Purchase Agreement or contract. Until further notice, the Contractor is entitled to assert the claims against its suppliers.



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10. Liability

(1) The Contractor has unlimited liability, in accordance with the statutory provisions, for any damage that the Contractor or its vicarious agents cause during provision of the contractual services.

(2) If a third party suffers damage as a result of a defect or fault in the purchased item, the Contractor bears sole liability for the damage insofar as it was not caused by wilful intent or gross negligence of the Client. If the Client is held liable by a third party, the Client may demand that the Contractor release the Client from this liability to the third party.

(3) The Contractor will provide the Client with proof of liability insurance, with a minimum coverage of CHF 2,500,000.00 per claim and year as blanket coverage for personal injuries and property damage. The insurance cover must include extended product liability insurance with the cover modules 4.1 to 4.4 and the cover module 4.6 with the same cover amounts, in accordance with the relevant current model conditions of the "Gesamtverband der Deutschen Versicherungswirtschaft e.V." (German Insurance Association, GDV) for the product liability model, as well as environmental liability insurance with the coverage modules 2.6 and 2.7, in accordance with the GDV model conditions for the environmental liability model

(4) The Contractor shall take out transport insurance if it bears the risk for the transport or must take out transport insurance because of the delivery conditions. The liability amount must be at least 110% of the commercial value of the goods being transported.

11. Retention of title

Ownership of the purchased item passes to the Client upon transfer to the Client or to a third party designated by the Client unless the parties agree on a different transfer of ownership. Any retention of title – regardless of the form – is excluded.

12. Payments

(1) Payments are to be made by bank transfer with a 3% discount for 30 days, a 2% discount for 45 days, or 60 days net. The date on which the invoice is received by Bilfinger shall be decisive for the payment period.

(2) The invoice must display the project name, project number, the service performed and payments received and must be sent to the invoice address specified by the Client. Payments will only be made by transfer to a bank account held in the name of the Contractor, either in the country in which the contractual services were rendered or where the Contractor has its principal place of business.

(3) The invoice must display the order number, cost centre, the service performed and the recipient of the service. Invoices with incomplete information or that cannot be reviewed for other reasons will be returned unprocessed at the expense of the Contractor. Return of an invoice suspends the payment terms, which restart once resubmission of the associated invoice is received. The decisive factor for the promptness of payment is the issuing of the instructions for transfer to the bank.

13. Assignment/offsetting/right of retention

(1) The Contractor may only assign claims to payment of the purchase price with prior consent of the Client.

(2) The Contractor is only entitled to apply offsetting or rights of retention if the counter-claims are uncontested or have been legally established. Rights of retention may only be exercised within the contractual relationship on which the claims of the Client are based.

14. Offsetting for affiliated companies

- (1) In this clause, the term "affiliated companies" in relation to the Contractor refers to companies that are legally independent entities that are majority-owned and majority-controlled, dependent and controlling companies, group companies, companies with cross-shareholdings or parties to a corporate agreement. With regard to the Client, companies that have the "Bilfinger" name within their company name. Upon request, the Client can send the Contractor a list of the companies affiliated with the Client.
- (2) The Client is entitled to offset claims of the Contractor arising from or in connection with this Purchase Agreement
 - (a) against claims of the Client against affiliated companies of the Contractor,
 - (b) against claims of affiliated companies of the Client against the Contractor, and
 - (c) against claims of affiliated companies of the Client against affiliated companies of the Contractor or exercise rights of retention in this regard.
- (3) The Client is entitled to offset claims of the Contractor against affiliated companies of the Client
 - (a) against claims of the Client or affiliated companies of the Client against the Contractor
 - (b) against claims of the Client or affiliated companies of the Client against affiliated companies of the Contractor
- (4) Affiliated companies of the Client are equally entitled to offset or exercise rights of retention in the claims and groups of claims of paragraphs (2) and (3).

15. Declarations of the parties

- (1) Any declarations of the Contractor associated with this Purchase Agreement are to be addressed to the commissioning authority of the Client.
- (2) All documents from the Contractor to the Client must include the order number, the commissioning authority at the Client, the place of receipt, the project designation, and the number and date of the order letter.
- (3) Changes to the agreement as well as all unilateral legal declarations must be in written form for reasons of proof.

16. Confidentiality and data protection

- (1) The parties undertake to maintain confidentiality about the content of this agreement, in particular with regard to the terms and conditions, as well as to abide by the applicable data protection regulations. In particular, the parties will not make public comments of a negative nature about each other.
- (2) The parties will treat all confidential information that the other party makes available in connection with this agreement as strictly confidential. Confidential information is defined, for the purposes of this provision, as information, documents or data that are considered by their nature to be confidential or which are designated as such. This particularly refers to personal data within the meaning of the GDPR. This definition does not extend to information that is publicly accessible or that was already in the other party's possession before its disclosure.

The confidentiality obligation does not apply to the sharing of information with other companies of the group as set out in Section 15 et seq. of the German Companies Act (AktG). In particular, information may be shared with other companies of the group anywhere in the world within the context of supplier or procurement management activities.
- (4) In addition, the parties undertake to grant access to confidential information from the other party solely to employees, subcontractors and suppliers, who have been entrusted with the performance of a service within the context of this Agreement and with whom suitable agreements regarding confidentiality and data protection have been concluded. The aforementioned obligations to maintain confidentiality also apply for a further period of 2 years after this agreement ends. The confidentiality obligation does not expire with regard to personal data.
- (5) If the Contractor acts as a contract data processor for the Client, an agreement safeguarding contract data processing will be concluded (referred to as "Instructions"). (For a model as regards meeting the requirements of Section 11 of the Federal Data Protection Act (BDSG), see the Annex (Data protection) to this Agreement).
- (6) The Contractor may not use the business relationship with the Client, or the content thereof, for advertising purposes without the prior consent of the Client.

17. Drawings, models and documents



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The Contractor may only use drawings, models and documents received from the Client for the purposes of contract negotiation and implementation, and may not make them available to third parties. The Contractor shall return these to the Client immediately upon request, or at the latest once the agreement has ended. They remain the property of the Client, who also retains all other rights to them.

18. Spare parts

(1) The Contractor is obliged to keep spare parts for the products delivered for a period of at least five years after delivery.

(2) If the Contractor intends to discontinue the production of spare parts for the products delivered, it shall inform the Client of this immediately after the decision to discontinue. Subject to paragraph 1, this decision must be made at least six months before production is discontinued.

19. Code of Conduct for Suppliers and business conduct

(1) The Contractor is obligated to comply with the following Code of Conduct for Suppliers. The current version of the Code of Conduct for Suppliers is attached to these Terms and Conditions of Purchase and can also be viewed on the Client's website.

(2) The Code of Conduct for Suppliers sets out the minimum standards to be observed. If, however, the Code of Conduct for Suppliers contravenes local laws, the local laws take precedence.

(3) The Client may change the Code of Conduct for Suppliers if relevant legal, regulatory or institutional requirements, case law or ethical business principles change. The Client will inform the Contractor about any changes or additions to the Code of Conduct for Suppliers.

(4) 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.

20. Applicable law/place of jurisdiction

(1) In addition to these contractual terms and conditions, the law of the Federal Republic of Germany as it applies to the legal relationships of domestic contractual partners shall exclusively apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). (2) The place of jurisdiction for commercial transactions is the Client's registered offices.



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Code of Conduct for Suppliers

Compliance with laws and generally accepted standards

As a supplier of Bilfinger, we shall:

- comply with applicable laws and regulations, including applicable anti-corruption regulations
- In accordance with generally accepted principles and standards regarding social and environmental responsibility as well as internationally recognised human rights, including existing laws to prevent modern slavery.

Anti-bribery and corruption

As a supplier of Bilfinger, we shall:

- not participate in any form of bribery or corruption and ensure that business decisions are not influenced by improper or illegal considerations, either in the form of cash, gifts, travel or other items of value, including intangible benefits
- not give invitations, gifts or other items of value to Bilfinger employees with the intention of exerting any influence
- inform Bilfinger of any demands or pressure of any kind to offer bribes (of any kind) either directly or indirectly to public officials or other parties with the intention of exerting influence or gaining an unfair advantage.

Books and records

As a supplier of Bilfinger, we shall:

- Maintain complete books and records that accurately document all business transactions and expenses as well as ensure that they are maintained in accordance with the applicable laws and regulations

Conflicts of interest

As a supplier of Bilfinger, we shall:

- Avoid situations in which our own interests conflict or could conflict with the business interests of Bilfinger
- Inform Bilfinger immediately if we become aware of a conflict of interest; this also applies if an employee of Bilfinger has a holding in our company or has a relationship in any other way with our company

Protection of assets and information

As a supplier of Bilfinger, we shall:

- Assist in protecting the assets of Bilfinger from theft, misappropriation or waste
- Take the measures required to protect and maintain the confidentiality of confidential Bilfinger data and information that is accessible to us

Antitrust law, economic and trade sanctions

As a supplier of Bilfinger, we shall:

- Not pursue any activities that can be proven to be anti-competitive, abusive or unfair and that fall under applicable antitrust or competition laws and regulations
- Follow laws and regulations governing the export and import of goods, products and services, including those relating to economic and trade sanctions

Insider trading

As a supplier of Bilfinger, we shall:

- Avoid insider dealing by not buying or selling securities from Bilfinger or another company, should we have inside information about Bilfinger that is not available to the public and that could influence an investor's decision to buy or sell securities

Employees

As a supplier of Bilfinger, we shall:

- provide safe workplaces that meet international working standards
- ensure fair working conditions and refrain from any form of unethical or illegal working conditions (e.g. harassment or physical violence, any form of slavery, servitude and forced or compulsory labour, including but not limited to child labour)
- not discriminate against employees on the basis of their origin, gender, sexual orientation, religion, ideology, disability or age
- ensure freedom of association and collective bargaining as well as provide employees with written employment contracts in accordance with local legislation
- ensure that the pay, working hours, leave and absences of employees and external subcontractors are in accordance with applicable law and/or contracts
- comply with all applicable data protection laws



Environment and climate change

As a supplier of Bilfinger, we shall:

- run our operations safely and minimise the environmental impact of our operations
- work in a resource-efficient manner
- comply with applicable environmental laws and permits
- determine direct and indirect GHG emissions and set ourselves targets for reduction
- communicate GHG emissions and targets if required

Due diligence as regards supply chains and standards regarding our own suppliers

As a supplier of Bilfinger, we shall:

- be aware of due diligence obligations arising from national and international supply chain laws
- In particular, ensuring compliance with human rights and ensuring fair working conditions along the supply chain
- Require our own suppliers and subcontractors to follow the principles set out in this Supplier Declaration
- Systematically incorporate this commitment into our business relationships with them and monitor it

Material Compliance and Conflict Minerals

As a supplier of Bilfinger, we shall:

- ensure that goods and materials supplied to Bilfinger have not been procured in an illegal or unethical manner
- confirm the use of reasonable due diligence measures for the responsible sourcing of minerals to ensure compliance.
- In the event of production, purchase or trading of regulated conflict minerals (tantalum, tin, tungsten, gold or other minerals or their derivatives that are considered to be conflict-financed) from the Democratic Republic of Congo (DRC) or its neighbours, inform Bilfinger of this, and, upon request by Bilfinger, provide our due diligence measures and associated results in order to exclude the possibility of supplying Bilfinger with such minerals.

General

As a supplier of Bilfinger, we shall:

- respect local cultures and communities and strive to avoid and minimise negative impacts on them

Code of Conduct for Suppliers

As part of our commitment to follow the principles outlined in the Bilfinger Code of Conduct, we also expect our business partners to meet comparable standards with regard to their conduct and to promote them along their own supply chain. Our expectations are set out in this Supplier Declaration, with which you contractually agree to comply.

In the event of any concerns, Bilfinger reserves the right to request additional self-declarations and certifications or to implement other appropriate measures in accordance with the contractual agreements.

In the event of suspected cases, or if you yourself notice inappropriate actions on the part of Bilfinger employees, please report this to the Bilfinger Reporting Line (see <https://www.bilfinger.com/en/about-us/sustainability//governance/>) or anonymously to the online reporting portal that can be found under the same link.

By signing, you confirm that you comply with the requirements of this Code of Conduct for Suppliers. If you are unable to prove this with appropriate documents, you confirm your willingness to establish a documentation process for compliance with these requirements.

Signature of the Code of Conduct by the supplier:

Name of supplier:

Address:

Name of signatory:



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Position of the signatory:

Place, date

Signature