

## General Terms of Purchase of the EnBW Group

These General Terms of Purchase as the basis for all orders by EnBW Energie Baden-Württemberg AG (hereinafter referred to as "AG") with their suppliers / contractors (hereinafter referred to as "AN"). The following conditions exclusively apply. Deviating conditions by the AN are not acknowledged by the AG unless the AG has explicitly agreed to their validity in writing. If the AG accepts or approves the AN's delivery / performance without explicit contradiction, it cannot be derived that the AG has accepted the AN's opposing conditions.

### 1 Basis of Contract

- 1.1. The basis of the order are the following conditions as well as any explicitly specified additional conditions stated in the order.
- 1.2. Orders must at least be placed in writing, unless a different form is foreseen contractually or legally. The same applies to verbal or telephone side arrangements or changes to the contract.
- 1.3. The AN must check the order properly and explicitly point out all mistakes and irregularities to the AG.
- 1.4. The AG can depend changes to the subject of delivery and performance, including after conclusion of the contract, as long as this is feasible for the AN.
- 1.5. The following terms become the content of the contract. The below order of priority applies in case of contradictions:
  - › The order and any enclosed assignment, service directory or the description of service,
  - any records of award negotiations signed by the AG and AN (more recent records take priority over older ones if there are several negotiations records),
  - if applicable: additional terms of purchase of the EnBW Group for nuclear power stations or for conventional and renewable energy generation plants,
  - these General Terms of Purchase and Annexes,
  - the terms of the Civil Code (BGB),
  - all technical regulations and norms in the respective valid version such as EU regulations, all national regulations including published drafts, all relevant trade and fire protection regulations, trade association rules, manufacturer instructions, if they correspond with the generally approved rules of technology, and other generally approved rules of technology applicable to the respective order at the time of transfer of risk.

Additionally applicable to building construction and civil engineering works:

- The Construction Tendering and Contract Regulations (VOB) in the current version on conclusion of the contract:
  - Part B - General conditions of contract relating to the execution of construction work, DIN 1961.
  - Part C - General technical regulations for civil work.

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The specifically described execution is decisive in case of any doubt caused by contradictions between equal priority contract documents or within a contract document. A contradiction in the above-mentioned sense does not exist if an inferior contract document supplements or substantiates a previous one. If contradictions exist within equal ranking contract elements, the AG decides on the matter at his own discretion.

- 1.6 The contract, with all rights and obligations, can be surrendered / transferred to an associated company (§ 15 et seq. AktG) without the agreement of the AN. The AG ensures that the AN is not disadvantaged by the transfer / surrender of rights and obligations from the contract to an associated company and that the AN is informed in writing with appropriate advance notice.

The AN may not transfer the contract fully or partially to third parties within the written agreement of the AG. This also applies to individual rights and obligations from this contract.

- 1.7 Deliveries and services may only be performed by sub-contractors and persons in an employment relationship with the AN if this has been notified in writing to the AG and the AG has agreed and if this is notified to the AG's local, responsible technical contact before the start of work.

If the AN commissions sub-contractors, the AN must ensure the fulfillment of all legal and contractual conditions by his sub-contractors.

## 2 Secrecy and Confidentiality

- 2.1. Information and knowledge from the AG or their associated companies obtained within the scope of collaboration, especially technical, commercial or organizational operating and business secrets, will be treated confidentially by the AN and these will not be used personally during or after contractual relationships or made accessible to third parties. Sub-suppliers must be obligated accordingly

All information received by the AG or their associated companies or information prepared within the scope of the contract, including work results and all copies, will be handed back by the AN to the AG after execution of the contract or will be deleted and/or destroyed on request. In case of deletion and / or destruction, reconstruction of the information must be excluded. Full return / deletion / destruction must be confirmed to the AG on demand.

This secrecy obligation does not apply to legally disclosed or otherwise legally obtained information (also from third parties) as well as independent developments of the AN outside of deliveries / services for the AG. The AN is responsible for providing proof of these requirements.

Legal and authority disclosure obligations remain unaffected by the above regulation.

The AG may transmit the AN's confidential information to associated companies and agents.

- 2.2. The AN must treat conclusion of the contract confidentially. Reference to the business relationships with the AG or stating the AG as a reference in advertising materials or press releases is only permitted with written permission from the AG.

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### 3 Data Protection and Data Security

- 3.1. The AN complies with all data protection law regulations in the respective valid version. The AN instructs all employees in accordance with the relevant data protection law regulations and obligates them to comply with data secrecy.
- 3.2. The AN provides the AG with the contact data for the data protection and information security contact on request.
- 3.3. If the AN gains a login or access to electronic information or the AG's information systems within the scope of processing the contractual relationship, he is obliged to comply with the regulations of the "fact sheet on information security for external EnBW business partners" (attached) and must obligate employees and third parties deployed to fulfill the contract to comply with the regulations and must monitor this.
- 3.4. The AN transmits personal data to the AG on his employees working for the AG if required for processing the contract. The AG can particularly request personal data to ensure a correct electronic identity e.g. for access to IT systems and access to the AG's buildings.

### 4 Contents, Place and Time of Delivery / Service

- 4.1. The place of service and execution for all deliveries and services is the shipping address or place of use (e.g. warehouse, construction site, power station, sub-station) stated by the AG.
- 4.2. Delivery and service dates (date and time) must be coordinated with the AG.
- 4.3. If the AN realizes that an agreed date cannot be met, he must promptly inform the AG in writing providing the reasons and the expected period of the delay. The start of any delay remains unaffected.
- 4.4. The non-availability of necessary documents to be supplied by the AG is represents a reason that is not the responsibility of the AN if he has sent a written reminder for the documents and has not received them within an appropriate period. The AN is obliged to minimize delays as far as possible with appropriate measures
- 4.5. The acceptance of a delayed delivery or service does not represent a waiver of any claims to replacement of damages for delay or claims to contract penalties.
- 4.6. If the AN delivers earlier than agreed, the AG reserves the right to return the goods at the cost of the AN. If the AG waives return in agreement with the AN, the goods stored until the delivery date on the AG's premises are stored at the cost and risk of the AN. The payment is made on the agreed due date.
- 4.7. The AG only accepts ordered quantities or units.
- 4.8. The AG reserves the right to monitor and check the status and correct execution of work according to the assignment as well as the materials used. The AN must provide the AG with all necessary docu-

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ments and issue information. Defect rights and liability claims by the AG as well as any delay by the AN remain unaffected.

- 4.9. The AN performs his services on his own responsibility and with his own right to give instruction to personnel entrusted to the execute the work. Services to be executed on the AG's company premises may not hinder operations and third parties any more than can be avoided. The instructions of the AG's authorized representative must therefore be followed. This also applies to the AG's arrangement due to safety-specific reasons. In all other cases, instruction rights can only be transferred to the AG with explicit written agreement. The AN must ensure that an authorized person is available at all times to take instructions and provide explanations.
- 4.10. If the AN employs workers from other countries, he must ensure that these workers have sufficient written and spoken skills in the national language and the place of execution. Otherwise the AN must provide a substitute. If the AN does not meet this obligation, the AG has a claim to replacement of damages. If the deployment of sub-contractors is contractually permitted, a supervisor (AvO) must be constantly available on-site from each sub-contractor performing work. This supervisor must have fluent written and spoken language skills in the national language of the place of execution.
- 4.11. The AN must provide the AG with all necessary documents for proper use of his deliveries and services (incl. spare and expendable parts), such as drawings, plans, operating manuals, company-related documentation and calculations etc. These must also always be provided digitally on data carriers in DXF and PDF format.
- 4.12. If work paid by the hour is contractually agreed, the AN keeps the time sheet and allows it to be confirmed by the AG.

## 5 WorkSafety

The AN must comply with the regulations on work safety, traffic safety and accident prevention as well as the regulations on "additional work safety terms of purchase" (attached).

## 6 Minimum Wage

The AN is always obligated to make punctual payment of the respective valid minimum wage in terms of the relevant laws. The "Additional contractual conditions for implementing the requirements of the general minimum wage legislation" (attached) become part of the contract and are urgently applicable.

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### 7 Contract Penalty

- 7.1. If the AN fails to meet the respective delivery or service dates, he must pay a contract penalty of 0.2% of the net order value (without increases) of the respective delivery or service scope for each working day after the deadline, if the delay is his own fault.
- 7.2. The contract penalty is limited to a total of 5% of the net order value (without increases) per delivery or service scope, to a total of 5% of the net total order value (without increases).
- 7.3. If the parties subsequently agree on other binding contract dates in place of the contract dates subject to contract penalty, or if the service or delivery dates otherwise extend or are contractually postponed, the above-mentioned contract penalty regulation shall also apply if the newly agreed dates are culpably missed, whereby already incurred claims to contract penalty remain effective.
- 7.4. A forfeited contract penalty can be enforced up until the final payment is due, even if it has not been reserved upon approval or receipt of the service.
- 7.5. The AG reserves the right to demand replacement of a damage from the AN, which goes beyond the contract penalty according to the contractual regulations and the valid legal specifications. The forfeited contract penalty is offset against the claim to replacement of damages.

### 8 Prices, Invoicing and Payment

- 8.1. Upon conclusion of the contract, the AN confirms that he has provided information on all circumstances and factors that affect pricing. The agreed prices are fixed prices and are valid until full performance of the contract. The fixed prices include all services that are the subject of the contract.
- 8.2. Unit prices with the same conditions as the main assignment must be agreed in writing for necessary supplements. The calculation must be submitted for supplementary prices and proper compliance with the principles of pricing must be proven.
- 8.3. Any additional work not recognizable at the time of issuing the assignment must be promptly notified to the AG and defined in text form in the form of a quotation. Additional work may only be executed if the quotation has been approved by the AG in writing. Additional work that is not approved will not be refunded by the AG.
- 8.4. The AN's invoices must clearly indicate the order number; VAT must be displayed separately. Furthermore they must be submitted in a single copy in paper form or electronically to the client. Electronic invoices are only accepted if the AN is registered with the electronic procedure of the client and the invoice has the format ZUGFeRD. The invoices have to be verifiable for the AG, must be sent to the invoice address stated in the order, be specified and allow checking based on the prices stated in the contract. Invoices must also satisfy the respective valid tax law requirements, especially those of § 14 Value Added Tax Act. Documents which prove or verify the subject, type and scope of the contractual deliveries and contractual performances must be attached to the invoices. Incorrectly submitted invoices only count as received by the AG from the point in time when they are corrected.
- 8.5. If no other arrangements are made in the order document, payments are made within 14 days with a 3 % cash discount or within 30 days net. The date of payment instruction is decisive for compliance with the cash discount deadline. The payment period starts on the day of invoice receipt, but not before re-

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ceipt of defect-free goods, approval of the service and with submission in the case of a contractually agreed delivery of documentation.

- 8.6. Deposit payments or partial invoices must generally be agreed upon conclusion of the contract. The agreed cash discount amount is deducted in full upon payment of the final invoice.
- 8.7. Hourly paid work, if requested by the AG, will only be paid according to the confirmed time sheets at the payment rates approved by the AG.

### 9 Securities

9.1. Upon request of the AG, the AN provides appropriate securities for advance payments, deposit payments, contract fulfillment and warranty. On his own cost, the AN provides an unconditional, unlimited, directly enforceable guarantee from a bank accepted by the AG or a credit insurer under waiver of the defense of failure to pursue remedies, contestability and offsetting with legally non-established or disputed claims. The respective guarantee must be issued according to the AG's templates and must specify that disputes involving the guarantee must be carried out at the AG's head office location.

9.2. Unless agreed otherwise, the amount is:

- › the respective advance payment guarantee on the gross advance payment amount
- › the respective deposit guarantee on the gross deposit amount
- › the respective contract fulfillment guarantee on 5% of the net order sum
- › the respective warranty guaranteed on 5% of the net invoice sum

The advance payment or deposit payment guarantee will be returned or released at the request of the AN as soon as the economic value of the services received by the AG from the AN has reached or exceeded the maximum amount of the advance payment or deposit payment guarantee. Only those received services that are free of third party rights and can otherwise be economically utilized by the AG are decisive.

The contract fulfillment guarantee will be gradually returned against provision of a warranty guarantee after approval and rectification of all deficiencies from the approval protocol.

The warranty guarantee is only returned after expiry of the limitation periods for deficiency claims at the request of the AN, as long as all enforced deficiency claims by the AG have been entirely fulfilled at this time.

9.3. Unless other arrangements are made, the AG recognizes the credit institute or credit insurer as appropriate if they have a minimum rating of Baa1 (Moody's) or BBB+ (Standard & Poors, Fitch) at the

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time of issuing the guarantee certificate. In case of a Split Rating, the poorer rating is relevant. If the rating of a guaranteeing credit institute or credit insurer falls below the minimum rating, a guarantee from a different credit institute or credit insurer with the minimum rating must provide a guarantee within 5 business days, otherwise the AG can terminate the contract exceptionally without notice.

### 10 Compliance

- 10.1. The AN hereby confirms that he complies with all laws and regulations relating to him and the legal relationship with the AG. He is obliged to avoid everything that could damage the reputation of the AG or endanger the security of supply.
- 10.2. The AN confirms that he does not use any illegal practices and will not use these types of practices in future to receive orders from the AG in return. Illegal practices particularly cover financial contributions or other gifts to organizations or the AG's employees or their family members as well as to other customers, position holders or third parties in contradiction with valid law. This also includes economically damaging actions such as fraud, breaches of trust and offences against competition.
- 10.3. The AN is aware that observation of these confirmations and obligations represent fundamental elements of the contract. As a result, the AN agrees to notify the AG of any violation.
- 10.4. Upon submission of quotations based on competition restricting arrangements in terms of § 298 StGB or participation in unauthorized competition restrictions in terms of the law against competition restrictions (GWB), especially an agreement with third parties on the submission or non-submission of quotations, required prices, the payment of compensation for loss (profit participation or other duties) or the determination of price recommendations, the AN must pay 10% of the net order amount to the AG.
- 10.5. The AG reserves the right to demand replacement of a damage from the AN, which goes beyond this contract penalty according to the contractual regulations and the valid legal specifications. The forfeited contract penalty is offset against the claim to replacement of damages. The AN has the right to provide proof that no damage has been incurred or at a much lower level. The obligation to payment of the contract penalty still applies if the contract is terminated or is already fulfilled.
- 10.6. The same applies in case of unauthorized advantages in association with planning, allocation and processing an assignment (§ 299, 333, 334 StGB) to the AG's employees or commissioned persons.
- 10.7. In the above-mentioned cases, the AG is entitled to withdraw from the contract due to an important reason. The AN must replace all damages incurred by the AG directly or indirectly due to withdrawal from the contract.
- 10.8. Other contractual or legal claims by the AG remain unaffected.

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### 11 Deficiency Rights

Claims by the AG due to deficiencies follow the legal regulations. This also applies to parts purchased by the AN from third parties. The period of the warranty term is determined by the legal expiry deadline for deficiency claims. The AG only inspects the goods on receipt with regards to externally identifiable damages and externally identifiable deviations in identity and quantity. The AG will promptly submit a complaint about such deficiencies. The AG reserves the right to perform a further goods-in inspection. Furthermore, the AG registers a complaint about deficiencies as soon as they are established according to the circumstances of proper business transactions. The AN therefore waives any plea for late notification of defects.

### 12 Liability

- 12.1. The AN is liable for duty violations and for property and personal and asset damages caused to the AG during performance of the assignment within the scope of legal regulations.
- 12.2. The AN must release the AG from claims to replacement of damages enforced by third parties against the AG caused by the AN in this or on the occasion of fulfilling the contract.
- 12.3. In order to cover the liability risks in accordance with this contract, the AN must arrange sufficient liability insurance for personal damages, property and assets damages and provide proof at the request of the AG.
- 12.4. It is the AN's own responsibility to protect his property at the place of delivery/service up until transfer of risk by arranging insurance against theft, fire and other damages.

### 13 Environmental Management

- 13.1. The AN is obligated to support the AG's environmental principles, see [www.enbw.com/umweltgrundsaeetze](http://www.enbw.com/umweltgrundsaeetze). This particularly includes:
  - › Environmental and energy management
  - › Climate protection & energy efficiency
  - › Emissions protection
  - › Biodiversity
  - › Water & soil protection
  - › Use of resources
- 13.2. The AN is obligated to use environmentally compatible and energy efficient products, methods and packaging for his deliveries and services as well as for deliveries or auxiliary services from third parties



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within the scope of this economic and technical possibilities as well as in all activities for fulfillment of the contract to comply with environment protection regulations (especially water protection, waste, nature conservation, emissions protection and hazardous goods).

- 13.3. The packaging for materials provided by the AG are transferred into the ownership and proprietorship of the AN upon transfer and must be utilized by the AN or added to the utilization process. The exceptions are multi-way transport packaging such as drums, wooden Europallets, mesh pallets and pallets made of sheet steel; these must be provided for return transport to the respective warehouse.
- 13.4. The AN is obligated to notify the AG of any hazardous substances brought onto the AG's premises.

## 14 Protection Rights

- 14.1. The AG becomes the owner of all documents supplied and prepared by the AN as part of the contract, as far as legally possible.
- 14.2. The AG receives an exclusive, irrevocable, transferable usage right, unrestricted with regard to time, space and content, for all types of use for documents prepared and other results produced from the collaboration as part of the contract. This particularly includes the right to reproduction, distribution, issue, presentation and demonstration as well as the right to reproduction using image and sound carriers and the right to edit and redesign.
- 14.3. If existing commercial protection rights, copyrights or unprotected knowledge of the AN is used or provided within the scope of fulfillment of the contract, and they are required for utilization of the work result by the AG, the AG receives a simple usage right. This includes all types of use stated under 14.1. In these cases, the AG can sub-license and transfer usage rights to associated companies.
- 14.4. The AN is responsible for ensuring that all performed services are free of third party rights. If this is not the case, he must contractually agreed with the originators that he is capable of granting the above-mentioned rights. He releases the AG from all third party claims enforced against the AG due to violation of rights against services performed by the AN.
- 14.5. All inventions or other results requiring protection associated with services performed for the AG will be promptly notified by the AN to the AG. The AG will be provided with all necessary information and they will be transferred to the AG. The AN acknowledges that all rights to data, documents, storage media etc., especially proprietorship rights and copyrights, exclusively belong to the AG. If the AG is not interested in registering an invention, he transfers the invention back to the AN. The AG is left with a simple usage right.
- 14.6. The AG reserves all rights to all inventions with regard to any subsequent protection rights.

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### 15 Cancellation, Withdrawal, Interruption

15.1. The AG can cancel the contract due to an important reasons, especially

- › if the AN stops deliveries / services;
- › if insolvency proceedings against the AN's assets are rejected due to a lack of funds,
- › if the AN has not provided proof of liability insurance although an appropriate deadline was set and has been missed;
- › if the AN has not provided an agreed security, even after expiry of an appropriately set deadline;
- › if the AN seriously or, despite being warned, repeatedly breaches against laws, directives or guidelines that regulate the protection of employees against work-related safety and health risks;
- › if the contractually owed delivery / service is not executed or not continued after expiry of an appropriately set deadline.
- › If the contractor does not issue the pre-qualification or the prerequisites for a pre-qualification subsequently become invalid.

15.2. The AG's claims for deficiencies or replacement of damages remains unaffected.

15.3. In case of termination of the contract, the AN must conclude his deliveries and services in such a way that the AG can take over deliveries and services and arrange continuation by third parties. The AN is obligated to invoice his deliveries and services promptly in a form that can be checked.

15.4. Instead of terminating, the AG can also withdraw from the contract.

15.5. The AG is entitled to interrupt or postpone contract processing. If the AG interrupts or postpones contract processing, the AG and AN will make efforts to keep the impact as minimal as possible and make an appropriate regulation on the necessary technical measures.

### 16 Choice of Law and Court of Jurisdiction, Contract Language

16.1. All contracts concluded between the AG and AN and their arrangement, including these General Terms of Purchase, are subject to the material law of the Federal Republic of Germany. Validity of the Convention on Contracts for the International Sale of Goods (CISG) is excluded.

16.2. The exclusive court of jurisdiction for all disputes on rights and obligations from contracts, including these General Terms of Purchase, between the AG and AN, including their effectiveness, is the place where the AG head office is located.

16.3. The contract language is German. If the contract partners use a different language as well, the German wording takes priority.

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### 17 Severability Clause

Should one of the terms of this contract be or become fully or partially ineffective / void or infeasible due to legal general business term reasons according to §§ 305 to 310 BGB, the statutory regulations apply.

Should a current or future term of the contract be or become fully or partially ineffective / avoid or infeasible due to other reasons than the terms, regarding the right of the General Terms of Business according to §§ 305 to 310 BGB, the validity of the remaining terms of this contract is not affected as long as the execution of the contract - also under consideration of the following regulations - would not represent unreasonable hardship for either party. The same applies if a loophole, which must be filled, is discovered after conclusion of the contract.