

General Terms and Conditions of Purchase & Payment for Services (AEZB) of BELECTRIC GmbH (BELECTRIC) 07/2020

1. Applicability/conclusion of contract

(1) The following terms and conditions shall apply to the providing of services for BELECTRIC GmbH or its subsidiaries ("Client"). Orders placed by the Client shall be subject to these terms and conditions as well as any additional terms and conditions specified in the respective order or service description.

(2) Deviating general terms and conditions of the Contractor shall not be part of the contract even where, on a case by case basis, the Client has not expressly contradicted them or where the delivery (goods/services) is accepted without further comments. Any confirmations sent by the Contractor with reference to its general terms and conditions are herewith rejected.

2. Contract conclusion, supplement agreements and written form

(1) This contract enters into force upon the Contractor accepting an offer of the Client, i.e. a written order of the Client. The declaration of acceptance shall be in the form in which the offer was made.

(2) Additional agreements, amendments and additions to the contract (hereinafter referred to as "Amendments") enter into force upon the Contractor accepting an offer of the Client, i.e. a written order or a SAP purchase order of the Client. In the case of a written offer, the acceptance by the Contractor also has to be in writing. Furthermore, written purchase order shall be deemed accepted, if the Contractor does not object the purchase order within 30 calendar days as of receipt or if the Contractor begins with the execution of the ordered goods and services within this period without raising objections and was informed of this legal consequence in the respective purchase order.

(3) The written form is mandatory if a unilateral right ("einseitiges Gestaltungsrecht") or the right to determine the performance ("Leistungsbestimmungsrecht") is exercised. The written form in the sense of this contract means the original handwritten signature of the agreement by an authorised representative of the relevant party.

3. Subcontractors

If the Contractor would like to commission third parties to provide the services, this shall require the prior written consent of the Client. Correspondingly, this applies to the change of or the use of other subcontractors.

4. Observance of legal regulations for the protection of the employee

(1) The Contractor shall comply with all legal regulations for the protection of the employee, in particular all regulations with regard to the payment of the minimum wage, and payment of holiday fund contributions pursuant to the German law on the secondment of workers (AEntG) and according to the German Act on minimum wages (MiLoG) as well as to comply with the agreed collective regulations concerning its business.

(2) The Contractor shall ensure that its subcontractors meet these requirements and are contractually obliged to do so. Where doubt exists or arises the Contractor is obliged to actively seek compliance with the legal regulations. The Contractor's subcontractors are its immediate and all subordinate subcontractors.

(3) The Contractor shall indemnify and hold the Client harmless in their internal relationship from all possible claims, which are made against the Client because of a non-compliance of the Contractor or one of its subcontractors against the German law on the secondment of workers (AEntG), the German Act on minimum wages (MiLoG) as well as further legal regulations giving rise to a possible liability. In particular the Contractor undertakes to support the Client with regard to the defence of alleged claims against the Client in the best possible way and to provide the latter for example with the necessary information.

(4) The Contractor shall provide the Principal Client with a certificate of safety issued by an auditor, tax consultant or a social security fund in accordance with the collective bargaining agreement, with a date of issue of the last 3 months. This is to confirm that the general minimum wage, or if it does not exist (please mention in the clearance certificate) the legal minimum wage, is adhered to.

(5) Alternatively, the Client will also accept the contractors current extract from the commercial central register, provided by the contractor, provided that it does not contain an entry for violations of the minimum wage law.

(6) The contractor is obliged to ensure that all subcontractors are contractually bound by the contract. Corresponding evidence must be made available to the client within the framework of the proper application of subcontractors.

(7) If the Contractor infringes the obligation to pay the minimum wage or if the Contractor of the obligation does not provide any evidence within a reasonable period set by Client, the Client shall be entitled to terminate the Contract without notice period for serious cause.

(8) In the event of infringement of the obligation to pay the minimum wage by a subcontractor of the Contractor or the failure to provide any evidence the Client shall be entitled to terminate the Contract with the Contractor without notice period, unless the Contractor hasn't already immediately terminated the contractual relationship with the subcontractor.

(9) In the event of termination for serious cause without notice period the Client shall be entitled to have the services, which have not been performed yet, carried out by a third party at the expense of the Contractor.

5. Code of Conduct

The Client expressly refers to RWE's Code of Conduct which applies within the BELECTRIC Group and may be accessed at the following web address: www.belectric.com (path: <https://belectric.com/about-belectric/compliance/>). The Client expects the Contractor to accept the principles of conduct included in the Code of Conduct as the basis for the partnership and, in particular, to commit itself to supporting and implementing the principles on human rights, labour relations, the environment and anti-corruption set out under the Global Compact initiative of the United Nations (www.unglobalcompact.org).

6. Order of precedence

The agreed regulations shall apply in the following order of precedence:

- (a) the regulations of the individual order,
- (b) the additional conditions specified in the purchase order,
- (c) the service description,
- (d) if applicable, framework agreement and annexes,
- (e) the provisions of these General Terms and Conditions of Purchase and Payment for Services (AEZB),

- (f) if applicable, additional conditions for occupational health and safety in accordance with Clause 24.

7. Scope of services and obligations of the contractor

(1) The Contractor has to perform the service in accordance with the service description on time, in accordance with the current state of technology and science, in a timely manner and free of defects. He shall hand over and convey all services and documents (e.g. expert opinions, organization plans, drafts, drawings, statements and calculations, IT systems and programs) to be provided by him within the scope of the order.

(2) The Contractor must employ qualified personnel for all services. At Client's request, the Contractor will replace individual employees if the Client bring in objective reasons for this. Any additional expenses caused by such an exchange of employees shall be account of the contractor.

(3) Even if services are provided at to the client, the contractor remains solely authorized to give instructions to the employees employed by him. The employees shall not be integrated into the business operation of the client.

8. Remuneration

(1) The prices stated in the order are fixed all-inclusive prices, unless invoicing is agreed according to time and effort at certain hourly or daily rates. All prices are net prices plus the statutory value added tax due at the time of performance and delivery.

(2) Travel times and travel expenses of the Contractor and/or his employees to the regular place of work shall not be remunerated separately and shall be included in settled with the fixed price or the hourly or daily rates. If the contractor and/or his employees work outside the regular place of work at the request of the client, travel expenses will be reimbursed at a fixed rate of 0.30 €/km. Other expenses of the contractor and/or his employees will only be reimbursed if they have been previously agreed in writing.

9. Securities/guarantees

Securities and guarantees shall be agreed for each individual contract inasmuch as the Client is not already entitled to demand the same under applicable law. The contract documents for the securities and guarantees to be provided to the Client require the prior consent of the Client.

10. Invoicing and payment

(1) The invoice shall comply with sections 14, 14a of the German Sales Tax Act (Umsatzsteuergesetz). A single copy of the invoice shall to be sent to the invoice recipient (service recipient) stated in the order and to the invoice address indicated there detailing the VAT at the rate applicable at the time of delivery / service provision separately.

(2) Advance payments/ down payments made shall be shown separately in the invoice.

(3) Contractors of construction services shall indicate the tax number given by the inland revenue in the invoice and provide furthermore an exemption certificate according to section 48b EStG.

(4) In the event of lump sum prices, any services performed shall be confirmed by the Client.

(5) All payments by the Client are subject to the following conditions:

1. Correct and complete delivery / performance and if applicable taking over,

2. Receipt of the securities/bonds agreed in the individual contract,
3. Receipt of a correct invoice in accordance with the aforementioned conditions,
4. if applicable, receipt of time sheets or other proofs of working time, if documents has been agreed.

(6) In case prices per hour are charged, the prepaid tax shall be deducted from any agreed travel costs (transportation cost, accommodation cost etc.) in accordance with the tax guidelines in force. When calculating fare, the places of arrival and return must be indicated. All receipts must be correct and permanently legible.

(7) Provided the above mentioned terms of payment have been met, payment shall be made 14 days upon receipt of invoice less 3 % discount or 30 days from receipt of invoice less 2% discount, unless any other terms of payment have been agreed in the order. The discount period, however, shall only begin when these conditions have actually been met. Discount deductions can be withheld both from down payments and from advance payments and final payments. Where a discount has already been deducted from an advance payment or down payment, the base amount for the discount in the final invoice will be reduced by that advance payment or down payment amount and the discount shall only be withheld from the remaining amount. Payments are always made subject to adjustment in the event that objections should be made subsequently.

(8) The Client shall be entitled to charge a deadline penalty or partial amounts thereof to the Contractor or to deduct same from agreed payments.

(9) The Client shall not be required to reserve the right to impose a deadline penalty on receipt of the goods and services. Rather, it shall be entitled to assert that right until final payment.

(10) If, at the time of settlement of accounts, a Contractor of construction services does not present a valid certificate of exemption for tax under section 48b, subsection 1, sentence 1 of the German Income Tax Act, a tax deduction of 15 % of the consideration within the meaning of section 48 of the German Income Tax Act is made and paid over to the tax office responsible for the Contractor in accordance with the Act to Control Illegal Employment in the Construction Sector (Gesetz zur Eindämmung illegaler Betätigung im Baugewerbe). In order to compensate for the resulting additional accounting expenditure, the Client is entitled to deduct a lump-sum allowance of € 100 from the Contractor's invoice. This is without prejudice to any other claims arising thereof.

11. Assignment of receivables/setoff

Without prejudice to an assignment of any financial claim under section 354a of the German Commercial Code (HGB), the Contractor is not entitled to assign payment claims against the Client to third parties or to have them collected by third parties, unless the Client has given its prior written consent.

12. Ownership Structure

(1) The documents prepared by the contractor as part of the provision of services must be released and conveyed to the client at the latest after fulfilment of the contract. Documents in digital form must be submitted in a suitable data format for further processing.

(2) The documents provided to the Contractor by the client or third parties shall not become the property of the contractor and shall be returned to the client at the latest after fulfilment of the contract.

13. Warranties

(1) The Client has full recourse to all statutory warranty claims. The limitation period for warranty claims begins with the fulfilment of the last service to be provided after the order. Notices of defects shall inhibit the limitation period until the defect complained of has been remedied.

(2) In the case of non-contractual fulfillment of performances that have a service character, the client shall have the right to remedy the defect by the contractor or to provide a new service by the contractor. The right to compensation, in particular claims for compensation instead of performance, is expressly reserved.

14. Deadlines/acceptance

The dates indicated in the order or dates agreed within the framework of processing are binding. The Contractor undertakes to notify the Client immediately if circumstances occur or are identified which indicate that the deadline agreed upon cannot be met.

15. Right to Information

(1) The client has the right to inform himself about the progress of the services at any time.

(2) Irrespective thereof, the contractor shall be obliged to inform the client in writing at regular intervals about his previous activity and the results achieved. If the order and the service description do not contain any provisions regarding these information dates, this information shall be provided within the first 5 working days of the following month for the previous month.

16. Changes and Variations

(1) Necessary revisions of documents with an unchanged time schedule do not justify any additional compensation.

(2) Any further changes or additions to the service description would require a written order. Services performed by the contractor without prior written agreement deviating from the agreed scope of services shall not be remunerated.

(3) If there are contradictions and/or gaps with regard to the scope of services after the order has been placed, the Contractor shall be obliged, without any claim to an extension of execution period for performance or additional remuneration, to perform the higher quality or constructively more complex service, unless he proves that the contradiction or gap was not objectively recognizable for him as a specialist contractor when the order was placed.

17. Rights to use/industrial property rights/inventions

(1) The contractor shall grant the client, free of charge, a non-exclusive, irrevocable, temporally and territorial unrestricted right of use, sublicensable and transferable to direct and indirect shareholdings of BELECTRIC GmbH, for the deliveries and services covered by the contract as well as for industrial property rights in connection with these deliveries and services.

(2) In particular, the client is entitled to transfer rights to use to the IT service provider and the group companies.

(3) Insofar protective inventions eligible for patent/utility patent protection arise within the project implementation, the Contractor shall grant the Client free of charge permanently exclusive, transferable, territorial unrestricted and irrevocable rights of use and exploitation. The Contractor has to provide evidence if he pleads that the patent/utility patent has not been generated in

connection with the order. For programming work, the Contractor shall be obliged to hand over to the Client the source code for the software created.

(4) The right of use also entitles to make changes to the object of performance and also includes illustrations, drawings, calculations, analytical methods, recipes and other works. The rights of use granted to the Client under this contract shall also apply to any new versions (e. g. updates, upgrades, releases, patches, bugfixes) of the subject of the delivery and performance and of any protective rights related to these subjects of the delivery and performance that are made available to the Client.

(5) Insofar as work results eligible for other property right protection arise within the order, the Contractor shall transfer at no charge to the Client the exclusive, irrevocable, temporally and geographically unrestricted, sublicensable and transferable right of use. The Client shall have the right to use the work results in all types of use, including, but not limited to the right to reproduce, redesign and publish and exploit the work result. The Contractor has to provide evidence if he pleads that the work result has not been generated in connection with the order.

(6) The contractor is responsible for ensuring that he strictly observes the provisions of the Employee Invention Act and makes use of the respective inventions in due time. This shall also apply that the Contractor does not employ his own employees, but has employed third parties as part of a permitted labour leasing.

18. Third-party property rights

(1) The Contractor undertakes that all goods and services to be provided by it are unencumbered by third party rights. In the event of an infringement of property rights of third parties, the Contractor shall, at the discretion of the Client, procure for the Client the rights to use the goods and services or change them in such a way that it is no longer encumbered by third party rights.

(2) Furthermore, the Contractor shall indemnify the Client among themselves against all claims asserted by third parties with respect to infringements of property rights. Further claims and rights to which the Client is entitled under law in this respect shall remain unaffected. Such obligation of exemption shall remain in force for a period of 10 years after time of performance.

19. Insurance

The Contractor undertakes at its expense to conclude an appropriate business liability insurance policy, which includes defects in workmanship, and to maintain that insurance for the entire duration of the contract until expiry of all periods of limitations. That liability insurance shall provide cover for at least €10.000.000 for personal injury and property damage and all consequential losses. At the request of the Client, the Contractor undertakes to provide the Client with a confirmation of coverage by the insurer. The Contractor is also obliged to prove to the client, on request, that he has paid the corresponding premiums to the insurer.

20. Liability of the Contractor

The Contractor shall be liable for any breach of duty and the resulting damages unless the Contractor proves that it is not responsible for such breach of duty. The Contractor is further obliged to release the Client from any claims for damages by third parties asserted against the Client by such third parties for reasons based on defective performance by the Contractor, unless the Contractor can prove to the Client that the Contractor is not responsible for the circumstances that caused the loss. The foregoing provisions shall also apply if the Contractor employs a servant or vicarious agent.

21. Liability for cartel law offences (anti-trust law violations)

(1) Should the Contractor in respect to the contractual services be demonstrably involved in an unlawful restraint of competition prior to this Contract and/or before or after this Contract act anticompetitively, it shall be required irrespective of the other liability rules to pay liquidated damages in the amount of 15% of the contract value, unless a damage has been accounted for in a different amount. This also applies if the Contract has been terminated or already been fulfilled. Other rights of the Client remain unaffected.

(2) Unlawful restrictions of competition are in particular anti-competitive negotiations, recommendations or appointments with other bidders (tenderers) / applicants regarding

- submission or non-submission of bids (tender) including territorial agreements,
- pricing as well as profit arrangements or
- delivery quantities.

(3) Acts of person appointed by Contractor or working for Contractor, are treated in the same way as acts of Contractor himself.

22. Termination

(1) The Client is entitled to terminate works contracts at any time. In such an event, the Contractor shall receive that part of the remuneration that corresponds to the performance so far carried out in proportion to the overall performance, unless the Contractor can prove that its savings in respect of the services not yet provided are lower.

(2) Both parties have the right to extraordinary termination for good cause. An important reason shall be deemed to exist for the client in particular if

- composition or insolvency proceedings or comparable legal proceedings have been valid filed or opened against the estate of the Contractor or if the opening of such proceedings has been refused to lack of sufficient assets,
- the contractor does not fulfil his contractual obligations despite written request and after unsuccessful setting of a reasonable deadline. The setting of a deadline shall not be necessary if the Contractor refuses to perform or if the setting of a deadline is unreasonable for the Client in view of the circumstances.

(3) However, if the contract is terminated for serious cause because of the Contractor's fault, the latter shall only receive that part of the remuneration that corresponds to the performance so far carried out and being used by the Client in proportion to the overall performance. Any further claim to remuneration by the Contractor is excluded in this case. The Contractor shall be liable for loss incurred by the Client as a result of the termination, including any consequential loss.

(4) Statutory rights of withdrawal remain unaffected.

23. Rescission/ Termination in case of antitrust violations

The Client shall be entitled to terminate or withdraw from this contract without notice period or rescind it if the Contractor has demonstrably participated in anti-competitive agreements to the Client's detriment. In the event of early termination without notice period, the Contractor shall only be entitled to that part of the agreed remuneration for goods and services that corresponds to works / services already performed without defects. In the event of rescission, the statutory provisions shall apply.

24. Health and Safety regulations

(1) In the course of execution and implementation of the contract, the Contractor is obliged to observe the applicable provisions and recognized engineering standards, especially with regard to industrial health and safety, as well as the provisions applicable under construction, trade and traffic laws (in particular, supervisory and traffic safety duties on construction sites and other workplaces); this shall also apply to the applicable environmental protection and waste management regulations. Supplies and services must comply with the laws, regulations and directives prevailing at the time of the delivery and/or acceptance.

(2) Except where provided for otherwise by individual contract, the Contractor shall be responsible as the party producing the waste for any waste produced, such as packaging materials, material residues, offcuts etc. On accepting the order, the Contractor affirms that it will immediately properly dispose of any waste it produces in line with the legal requirements, in particular the German Recycling and Waste Management Act (KrW-/AbfG) and subordinate legislation, as well as the State Waste Management Acts and statutes of the municipalities, the Water Household Management Act (WhhG), the Goods Traffic Act (GKvG), the Order on Transportation of Hazardous Materials by Road and Rail, as well as the Hazardous Materials Act, as amended.

(3) The Client shall be entitled to carry out checks to determine whether the Contractor or any subcontractor has lived up to its public, legal and contractual obligations. To that end, the Client shall be entitled to inspect the documentation to be kept by the Contractor, resp. subcontractor, in accordance with the legal regulations and the permit notice for the plant since started. The Contractor shall further inform the Client on request, in particular, concerning the transport, appropriate vehicles, transport routes and locations of the respective plants and/or storage sites, in advance.

(4) In addition to these regulations, any supplementary requirements regarding health and safety conditions in their currently valid version shall apply.

25. Data protection

(1) The Client and the service providers (data processors) ordered by the Client are entitled to process contact and contract details obtained under the contractual relationship within the legal requirements of the applicable data protection and privacy laws in its respective latest valid version and – to the extent required in connection with the Contract and its implementation - to pass on such data to companies affiliated with BELECTRIC GmbH under sections 15 ff of the German Stock Corporation Act (AktG).

(2) BELECTRIC GmbH has single tasks and services carried out by service providers, especially IT-service providers, who have their seat outside the EU/EEA (third country). Therefore, a third country transfer of the personal data takes place. The third country transmission takes place in compliance with the EU data protection legislation and applicable national data protection legislation as valid at the time. Data protection provisions to establish an adequate level of data protection are defined in contracts with our contractual partners for this purpose in accordance with the applicable legal requirements, e.g. EU Model Clauses. On demand, BELECTRIC GmbH will provide the Contractor with a copy of these Agreements.

(3) To safeguard operations and ensure that the security requirements of the Client are met, personal data will be collected, processed and used within the scope of order execution, having due regard to the EU data protection legislation and applicable national data protection legislation as valid at the time. In particular, this shall apply to data and images relating to security components (such as identification badges, identification management systems, time/access and video surveillance systems and the like), BELECTRIC GmbH and/or IT and telecommunications components,

and the infrastructures related to these.

(4) The Contractor must ensure that identification badges supplied are not misused or supplied to third parties. They must be worn visibly on Client's premises and the Client must be notified of any losses immediately. They have to be returned to the Client when leaving the premises.

(5) If necessary the equipment provided by the Client for information processing and/or telecommunication (e.g., personal computer, telephone, mobile phone, smartphone, software, internet access, email, etc.) are to be used solely in the context of order fulfilment; private use is prohibited.

(6) The Contractor shall ensure that the vicarious agents appointed by it (such as employees, temporary workers and the like) have been informed of and have undertaken to observe the above points before the services are provided. Furthermore, the vicarious agents must undertake to conduct themselves professionally and to observe the relevant Client's regulations.

(7) If subcontractors are engaged, the Contractor must also contractually impose these obligations on the subcontractor.

(8) Upon request, the Contractor must prove to the Client that these points have been implemented.

(9) Insofar as personnel of the Contractor are deployed at locations of the Client, time tracking data (in and out times) for said personnel can be determined for specific persons from the access control system. Insofar as required, the time tracking data determined in this manner can be used by the Client for billing purposes. If subcontractors are engaged, the Contractor must also contractually notify the subcontractor accordingly. Upon request, the Contractor must prove to the Client that these points have been implemented.

(10) Any details shared by the Client shall not be used for the purpose of advertising or market/opinion research unless written permission has been given for this purpose by the Client or the agreed service allows this explicitly.

26. Export control

(1) All deliveries shall be subject to compliance with national or international export control regulations, including embargoes and other sanctions ("Foreign Trade Law"). Any military end use shall be excluded. Appropriate confirmations of non-military and non-nuclear use shall be submitted to the Client on request. The Contractor shall comply with the applicable provisions of foreign trade law, including the US re-export control regulations, when passing on deliveries to third parties.

(2) The Contractor obtain the necessary export licenses, unless regarding applicable Foreign Trade Law it is not the Contractor but the Client or a third party who is obliged to apply for the export licenses.

(3) If any delivery and/or performance delays are caused by Foreign Trade Law, the agreed delivery date shall be extended by the duration of such delay including the additional period required for the resumption of the delivery/performance.

(4) The Contractor undertakes to provide all information and documents needed for the export or shipment of the supplies, if applicable. The Contractor shall oblige its employees, its subcontractors and commercial agents to comply with Foreign Trade Law.

In his price lists, offers, order confirmations and invoices, the contractor must inform the client in writing of all the information and data that the client has to comply with applicable foreign trade law

in the event of export and import, as well as in the Case of resale upon re-export of goods and services required, especially for every single product and service:

- to indicate whether the goods to be delivered are subject to US law; and
- the Export Control Classification Number (ECCN) in accordance with the U.S. Commerce Control List (CCL), provided that the product is subject to the U.S. Export Administration Regulations (EAR); and
- all applicable export list numbers (including German Foreign Trade Regulation, EC dual-use regulation); and
- the Harmonized System Code; and
- the country of origin (non-preferential origin); and
- Supplier declarations of preferential origin (at European suppliers) or certificates of preferences for non-European suppliers ('Export control and foreign trade data').

(5) The contractor is obliged to appoint the client unsolicited a contact person for export control- and foreign trade- data.

(6) The contractor is obliged to provide all necessary declarations on foreign trade law in full. It is only with the complete sending and signing of the necessary declarations that the Contract becomes legally effective. By signing the necessary declarations, the contractor guarantees the completeness and accuracy of the information and data provided. Changes must be communicated to the client immediately by the contractor.

(7) In the event that the Contractor violates Foreign Trade Law, the Contractor undertakes to compensate the Client for the damage incurred and shall indemnify and hold harmless the Client from claims for damages by third parties and any expenses related thereto. The Client shall be entitled to terminate this Agreement without a notice period if termination by the Client is required to comply with foreign trade law or to prevent any damage. In the case of such termination, the assertion of a claim for damages or the assertion of other rights by the Contractor shall be excluded.

27. Confidentiality

The Contractor, its own personnel and that of its subcontractors and if applicable servants shall be obliged to maintain the confidentiality of all commercial and technical information (as for example producing and/or R&D information) not already in the public domain that becomes known to them by virtue of the business relationship as business secrets and not to make it available to third parties. All employees and servants, including those of the Contractor's subcontractors shall be obliged accordingly.

28. References/advertising/photography

Without prior consent by the Client, the Contractor is not entitled to use information concerning intended or existing or finished contractual cooperation for reference or marketing purposes. Also, photography on the property and/or construction sites of the Client, and any kind of publication in this respect are prohibited without the prior written consent of the Client.

29. Place of performance/jurisdiction/choice of law

(1) Place of performance for supplies and services provided by the Contractor is the delivery address/place of use indicated by the Client, or the agreed place of the provision of services.

(2) Unless otherwise expressly provided for by law, the place of jurisdiction for any disputes arising under or in connection with the contract is Schweinfurt.

(3) The laws of the Federal Republic of Germany shall apply exclusively. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

BELECTRIC GmbH
01 July 2020