

General Terms and Conditions of Purchase of Tauw GmbH (GTCP)

1. Scope and form

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relations with our business partners, suppliers and subcontractors ("Vendors"). The GTCP shall only apply if the Vendor is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.

(2) The GTCP shall apply as a master agreement to similar future contracts without requiring our repeated reference to them in every single case.

(3) These GTCP shall apply exclusively. Deviating, contrary or supplementary general terms and conditions of the Vendor shall only become part of the contract if and as far as we have expressly agreed to their application in writing. This requirement of consent shall apply in any case, e.g. even if we accept the Vendor's delivery without reservation, knowing of their general terms and conditions.

(4) Any individual agreements entered into with the Vendor from case to case (including any side agreements, supplements and changes) shall in any case take precedence over these GTCP. The content of such agreements shall be subject to a written contract or our written confirmation.

(5) Legally relevant declarations and notifications of the Vendor with reference to the contract (e.g. setting deadlines, reminders or withdrawal) must be in written form in order to be effective. Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.

(6) References to the application of statutory provisions shall only have a clarifying effect. Even without such clarification, the statutory provisions shall therefore apply if not directly changed or expressly excluded by these GTCP.

2. Conclusion of the contract

(1) Our order shall be deemed binding at the earliest at written statement or confirmation. The Vendor shall inform us of any obvious errors (e.g. writing and calculating mistakes) or if the order, including the order documents, is incomplete for the purpose of correction or supplementation before acceptance; the contract shall not be deemed concluded otherwise.

(2) The Vendor is asked to confirm our order in writing within a period of one week or specifically perform it without reservation by sending the goods or providing the service (acceptance). Belated acceptance shall be deemed a new offer and shall require acceptance by Tauw GmbH.

3. Delivery period and delay in delivery

(1) The delivery period specified by us in the order shall be binding. If no delivery period is stated in the order, and if none has been agreed on otherwise, it shall be two weeks from conclusion of the contract. The Vendor shall be obligated to inform us in writing without delay if he expects that he will be unable to comply with agreed delivery periods – no matter the reasons.

(2) If the Vendor does not render his service, or does not do so within the agreed delivery time, or if he enters default, our rights specifically to withdrawal and damages shall be according to the legal provisions. The provisions of paragraph 3 shall not be affected.

(3) If the Vendor enters default, we may – in addition to any further statutory claims – claim flat-rate reimbursement for our default damage at 1% of the net price per completed calendar

week, but no more than 5% of the net price for the Goods delivered delayed or the Services provided delayed in total. We reserve the right to prove that higher damage has been incurred. The Vendor may prove that no damage or much lower damage has been incurred.

4. Performance, delivery, transfer of risk, default of acceptance

(1) The Vendor shall not have the right without our prior written consent to have the services owed by him rendered by third parties (e.g. subcontractors). The Vendor shall bear the procurement risk for their services if no other provisions are agreed on in the individual case (e.g. limitation to stock).

(2) The delivery shall be made DAP to the site indicated in the order within Germany. This shall also apply insofar as the subject of the Vendor's contractual obligations is the provision of services and/or work. If the destination is not stated and if nothing different is agreed, the delivery shall be made to our office in Moers. The respective destination shall also be the place of performance for any delivery and any subsequent performance (obligation to deliver).

(3) If the Vendor's contractual obligation relates to delivery of an item, the delivery must include a delivery note indicating the date (issuing and dispatch), content of the delivery (item number and quantity) and our order reference (date and number). If the delivery note is missing or incomplete, we shall not be at fault for any delays resulting from this in processing and payment. The corresponding dispatch notice with the same content shall be submitted to us separately from the delivery note.

(4) The risk of accidental destruction and accidental deterioration shall pass to us at handover at the place of performance. Where acceptance is agreed on, this shall be relevant for passing of risk. Apart from this, the statutory provisions on contracts for work shall apply accordingly at acceptance. If we enter default of acceptance, this shall be equivalent to handover or acceptance.

(5) Default of acceptance shall occur based on the statutory provisions. The Vendor must offer a service to us expressly even if a specific or specifiable calendar period is agreed for any action or contribution on our side (e.g. provision of material). If we enter default of acceptance, the Vendor may demand reimbursement of his additional expenses according to the statutory provisions (§ 304 German Civil Code). If the contract applies to any object to be produced by the Vendor that cannot be sold otherwise (custom production), the Vendor shall be due further rights only if we are obligated to contribute and are at fault for not contributing.

5. Prices and terms of payment

(1) The price indicated in the order shall be binding. All prices shall be given including statutory VAT if this is not indicated separately.

(2) Unless agreed on differently from case to case, the price shall include all services and secondary services of the Vendor (e.g. assembly, installation) and any secondary costs (e.g. proper packaging, transport costs, including any transport and liability insurance).

(3) The agreed price shall be due for payment within 30 calendar days from the complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make the payment within 14 calendar days, the Vendor shall grant us a 3% discount for the net amount of the invoice. For bank transfers, the payment shall be made in time if

our transfer order is received by our bank before the end of the payment period; we assume no responsibility for delays due to the banks involved in the payment process.

(4) We shall not owe any interest on maturity. Default shall occur based on the statutory provisions.

(5) Rights of set-off and retention as well as the objection of unfulfilled contract shall be due to us at the statutory scope. We shall specifically have the right to keep back any due payments while we still have any claims from incomplete or defective services against the Vendor.

(6) The Vendor shall only have any right of set-off or retention for finally determined or undisputed counter-claims.

6. Secrecy and reservation of title

(1) We reserve title and copyrights in figures, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used for the contractual service exclusively and shall be returned to us after completion of the contract. The documents shall be kept secret towards any third parties, even after termination of the contract. The secrecy obligation shall only expire if and as far as the knowledge contained in the provided documents has become generally known.

(2) The above provision shall apply accordingly to any substances and materials (e.g. soft goods, finished and semi-finished products), for tools, templates, samples and other objects that we provide to the Vendor for production. Such objects shall be kept – while not processed – separately at the Vendor's expense and shall be insured against destruction and loss in the appropriate scope.

(3) Processing, mixing or merging of provided objects by the Vendor shall be performed for us. The same applies to further processing of the delivered goods by us, so that we acquire ownership of the product as manufacturer and at the latest upon further processing in accordance with the statutory provisions.

(4) Transfer of title in the Goods to us shall be unconditional and without consideration of payment of the price. Any forms of expanded or extended reservation of title shall be excluded in any case, so that any reservation of title declared effective by the Vendor shall only apply until payment of the Goods delivered to us and for these. We remain authorised to resell the goods subject to advance assignment of the resulting claim in the normal course of business also before the purchase price has been paid (alternatively application of simple retention of title extended to the resale). All other forms of retention of title, especially retention of title that has been expanded, transferred and extended to further processing are thus excluded in any event.

7. Defective delivery

(1) Our rights in case of defects of material and title in the Goods (including wrong and under-delivery as well as improper assembly, defective assembly, operating or user manual) and in case of any other violations of obligations by the Vendor, the statutory provisions shall apply if nothing different is determined below.

(2) In accordance with the statutory provisions, the Vendor shall be liable in particular for ensuring that the goods have the agreed quality upon transfer of risk to us. The product descriptions which - e.g. by way of identification or reference in our order - formed the subject matter of the respective contract or were incorporated into the contract in the same way as these GTCs, are in any case deemed to be an agreement on properties and condition. It is irrelevant in this regard whether the product description comes from us, from the Supplier or from the manufacturer.

(3) Deviating from § 442 para. 1 (2) German Civil Code, we shall be due claims for defects without limitation also if the defect remained unnoticed at conclusion of the contract due to gross negligence.

(4) The commercial obligation to examine and report shall be subject to the statutory provisions (§§ 377, 381 German Commercial Code), with the following proviso: Our examination obligation shall be limited to defects that are openly visible at incoming goods inspection at external inspection, including inspection of the delivery documents (e.g. transport damage, wrong and underdeliveries) or during our quality control in random samples. Where acceptance is agreed, there shall not be any examination obligation. Apart from this, it shall be relevant in how far an examination is suitable under consideration of the circumstances of the individual situation according to the proper course of business. Our obligation to report defects discovered later shall not be affected. Irrespective of our obligation to examine, our complaint (notice of defects) shall be deemed immediate and timely if it is dispatched within seven working days of discovery or, in the case of obvious defects, within seven working days of delivery.

(5) If the Vendor does not meet his obligation to subsequent performance – at our choice by removal of the defect (improvement) or by delivery of a defect-free object (replacement delivery) – within an appropriate grace period set by us, we may remove the defect on our own and demand reimbursement from the Vendor for the expenses required for this or the corresponding advance payment. The Vendor shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that no defect actually existed. Our liability for damages in the event of an unjustified demand to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we have recognised or have recognised through gross negligence that no defect existed.

(6) Irrespective of our statutory rights and the provisions in § 5 above, the following shall apply: If the Vendor does not fulfil their obligation to subsequent performance - at our option by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we shall be entitled to remedy the defect ourselves and demand reimbursement from the Vendor of the expenses required for this or an appropriate advance payment. If subsequent performance by the Vendor has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Vendor immediately of such circumstances.

(7) Apart from this, we shall have the right to reduce the purchasing price or to withdraw from the contract in case of

defects of material or title. We also shall have a claim to reimbursement for damage and expenses according to the statutory provisions.

8. Recourse against the supplier

(1) Our statutory recourse claims within a delivery chain (recourse against suppliers pursuant to §§ 445 a, 445 b, 478 German Civil Code) shall be due to us without limitation in addition to claims from defects. We shall specifically have the right to demand the precise type of subsequent performance (improvement or replacement delivery) from the Vendor that we owe to our purchaser from case to case. Our statutory election right (§ 439 para. 1 German Civil Code) shall not be limited by this.

(2) Before we accept or meet any claim for defects asserted by our purchaser (including reimbursement for expenses pursuant to §§ 445 a para. 3, 439 para. 2 German Civil Code), we shall inform the Vendor and ask them for a written statement with brief presentation of the situation. If the statement is not made within an appropriate period of time and if no amicable agreement is found, the claim for defects actually granted by us shall be deemed owed to our purchaser. The Vendor shall bear the burden of proving the opposite in this case.

(3) Our claims arising from Vendor recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, for example by installation in another product.

9. Producer's liability

(1) If the Vendor is at fault for product damage, they shall reimburse us for any third-party claims where the cause is in their sphere of control and organisation and they are liable in the external relationship.

(2) In the scope of their reimbursement obligations, the Vendor shall reimburse expenses pursuant to §§ 683, 670 German Civil Code that result from or in connection with any third-party claims, including any recall campaigns executed by us. We shall inform the Vendor of the content and scope of recall campaigns – as far as possible and reasonable – and shall give them the opportunity to make a statement. Any further statutory claims shall not be affected.

10. Cancellation

Tauw reserves the right to cancel your order at any time with a notice period of four weeks in writing. In these cases, Tauw will pay the Vendor the proven costs incurred up to the time of cancellation if the cancellation was not due to breach of contract by the Vendor.

11. Data protection

The Vendor undertakes to comply with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR).

12. Expiration

(1) The mutual claims of the contracting parties shall expire according to the statutory provisions unless specified differently below.

(2) Deviating from § 438 para. 1 no. 3 German Civil Code, the general period of prescription for claims from defects shall be three years from passage of risk. Where acceptance has been agreed on, prescription shall commence at acceptance. The period of prescription of three years shall apply accordingly to claims from defects of title as well, with the statutory period of prescription for material release claims of third parties (§ 438 para. 1 no. 1 German Civil Code) remaining unaffected; claims from defects of title shall never prescribe while the third party can still assert the right against us – in particular due to lack of prescription.

(3) The periods of prescription under sales law, including the above extension, shall – at the statutory scope – apply to all contractual claims from defects. Where we are also due any extra-contractual damages for a defect, these shall be subject to the regular statutory period of prescription (§§ 195, 199 German Civil Code), unless application of the periods of prescription under sales law leads to longer periods of prescription from case to case.

13. Choice of law and place of jurisdiction

(1) These GTCP and any contractual relationships between us and the Vendor shall be subject to the law of the Federal Republic of Germany under exclusion of any international rules, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Vendor is a merchant in the meaning of the Commercial Code, a legal entity under public law or a public-law special fund, the exclusive – also international – place of jurisdiction for any disputes resulting from the contractual relationship shall be our corporate seat in Moers. The same applies if the Vendor is an entrepreneur within the meaning of § 14 German Civil Code. In all cases, however, we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement or at the general place of jurisdiction of the Vendor. Prior statutory provisions, in particular regarding exclusive responsibilities, shall remain unaffected.