

## General Terms and Conditions of Tauw GmbH (GTC)

### 1. Scope and form

(1) These General Terms and Conditions (GTC) apply to all business relations between Tauw GmbH (Tauw) and its Customers. The GTC only apply if the Customer is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.

(2) Unless otherwise agreed upon, the GTC shall apply, as amended at the date of Customer's order or as last communicated to the Customer in text form, as framework agreement also to similar future contracts without any reference to such GTC being required of Tauw in each individual case.

(3) The General Terms and Conditions of Tauw shall apply exclusively. Any deviating, conflicting or supplementing general terms and conditions of the Customer shall only become part of the contract if Tauw has provided its explicit consent to their applicability. Such consent requirement shall apply in any case, for example, even if Tauw unconditionally performs delivery to the Customer being aware of the Customer's GTC.

(4) Individual agreements made between us and the Customer in each individual case (including collateral agreements, amendments and modifications) shall always prevail over these GTC. Such agreements' content shall, subject to any proof to the contrary, require a written contract or confirmation from Tauw in writing.

(5) Legally relevant declarations and notifications by the Customer in connection with the contract (such as setting of deadlines as well as notice of defect, withdrawal or abatement) shall be made in text form (e.g., letter, email, fax). Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.

(6) Declarations made verbally, by telephone, or other declarations not made in text form, as well as declarations made by Tauw's vicarious agents or assistants regarding the scope of services must be confirmed in writing by Tauw in order to be effective.

(7) 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 GTC.

(8) In the event of contradictions in the contract, the following shall apply in this order:

- a) Tauw's offer
- b) Tauw's specifications
- c) These general terms and conditions
- d) VOB/VOL/HOAI

### 2. Scope of services

(1) Special assurances made by Tauw, order extensions/additions, as well as changes concerning remuneration require text form (e.g. letter, e-mail or fax) in order to be effective.

2. The following shall apply to contracts for the investigation of soil/groundwater contamination or building contaminants: Since comprehensive investigations of the soil, the groundwater or building contaminants would exceed the technically and financially justifiable effort required to complete the contract, Tauw, in consultation with the Customer, will draw up a targeted examination concept including random samples. The examination concept is based on the operational history of the site or building known at the time of Tauw's work, the results of site inspection, the available documents and other information

provided by the Customer to Tauw. Drilling and sampling points will be determined in consultation and agreement with the Customer at locations determined based on available data. The results of inspection provide reliable information on the situation at the drilling points and sampling points according to the procedures associated with drilling/sampling and analysis.

(3) In the case of contracts for which the determination of remediation costs or statements on the transport or spread of pollutants are part of the contract, the following shall apply: Tauw owes a professional forecast based on relevant technical and professional standards. As these are usually based on extremely complex, extensive and long-term data, this represents an assessment for which no guarantee can be given.

(4) The following shall apply to orders connected with the execution of drilling/sampling: Obstacles to drilling (e.g. a high proportion of building rubble, gravelly deposits or underground installations) may occur in the subsoil or obstacles to sampling of the building substance may arise due to constructional engineering or use, so that the execution of these drilling/sampling operations encounters difficulties and the use of more powerful drilling rigs, other sampling techniques or more sophisticated occupational safety equipment may be necessary. Tauw does not guarantee that the final drilling depth or sampling on which the effort is based will be achieved. Additional costs for additional drilling metres as a result of the unforeseeable relocation of the drilling points or the use of more efficient drilling equipment or other sampling techniques as well as for additional occupational safety measures shall be borne by the Customer.

(5) Tauw can also send work results by electronic mail. In general, communication between the parties may take place by electronic mail.

### 3. Time of performance and delay

(1) Deadlines and dates for the execution of orders are not binding unless expressly agreed as binding by Tauw. Tauw always strives to adhere to specified dates and deadlines.

(2) The beginning of Tauw's delay in performance shall be determined in accordance with statutory provisions. In any case, a reminder from the Customer is required.

### 4. Commissioning of subcontractors

Tauw is entitled to use suitable subcontractors for the execution of the service. Tauw will inform the Customer in good time of the use of subcontractors, stating the names and companies. This does not affect Tauw's liability for performance of the service in accordance with the contract.

### 5. Obligations of the Customer to cooperate

(1) The Customer shall support Tauw in the performance of its contractual obligations. In particular, the Customer shall provide Tauw with all relevant documents and information in a complete and orderly manner (e.g. technical documents, materials journal, delivery notes, weighing slips, invoices, etc.) in good time before the start of processing. The same applies to cadastral foundations, expert opinions, notes on agreements, plans for buildings and technical building equipment, buried lines, ducts, cables, pipes, underground installations, etc. If the necessary documents are not available despite a deadline set for the Customer by Tauw, Tauw is entitled to procure these documents. The associated costs shall be borne by the Customer.

(2) Insofar as the inspection of property is necessary for the planning of services or for the execution of services, the Customer shall take the necessary precautions and obtain the

necessary consent for inspection of the property. The Customer shall support Tauw during the inspection and ensure that persons capable of providing information are available to answer questions during the inspection.

(3) Access to all areas relevant to inspection on site and, if applicable, at third parties shall be ensured by the Customer.

(4) To the extent that inspection of property/soil is concerned, the Customer is obliged to find out the actual state of the soil, including explosive ordnance, and to inform Tauw of this in good time before the start of drilling work.

(5) The Customer must inform Tauw of all facts known to them, which may be relevant for the proper provision of the services owed by Tauw as stipulated by the contract, unsolicited and in good time. The Customer shall cooperate at its own expense.

(6) The Customer authorizes Tauw to obtain information from authorities, participants and third parties necessary for the execution of the contract and to carry out investigations. If necessary in individual cases, the Customer will grant Tauw a written power of attorney at their request.

(7) For the preparation of plans, the Customer must provide Tauw with geometrically unambiguous map material in the usual scales (as ACAD-13 readable files or original map material from the responsible surveying offices). Should this not be possible and map material have to be created or digitised, the costs for this will be charged to the Customer as additional expenditure.

#### 6. Confidentiality and data protection

(1) Tauw shall use all documents and business and trade secrets provided to it by the Customer within the scope of the order exclusively for the purposes of the execution of the contract and shall maintain secrecy about this towards third parties. Third parties in this sense are not those involved in the execution of the contractual relationship such as freelancers, subcontractors, etc. Likewise, the disclosure of documents and information remains unaffected by statutory provisions or in the context of their own rights to authorities, courts, licensing authorities, etc. The obligation to maintain secrecy shall also apply beyond the termination of the contractual relationship.

(2) Tauw collects, uses and stores personal data on the basis of the applicable data protection laws and only insofar as this is necessary for the performance and execution of the contract.

#### 7. Non-solicitation and contractual penalty

(1) The Customer undertakes not to poach or attempt to poach Tauw employees. This obligation shall apply for a period of one year after termination of the contractual relationship.

(2) If the Customer culpably breaches this obligation and if this leads to the termination of the employment relationship between the poached employee and Tauw and the commencement of an employment relationship between this employee and the Customer, the Customer shall owe Tauw a contractual penalty. Tauw is entitled to determine the amount of the contractual penalty at its reasonable discretion (§ 315 German Civil Code). The Customer is entitled to provide evidence that Tauw has suffered no or less damage as a result of enticement than the contractual penalty demanded by Tauw and to have the appropriateness of the contractual penalty reviewed by a court.

#### 8. Work results

(1) The report made by Tauw is prepared in accordance with the conditions stated in the offer. Unless otherwise agreed in individual cases, the work results shall be handed over in paper form including an additional copy.

(2) Foreign-language copies of work results shall only be produced upon express request and only if the costs are assumed by the Customer.

(3) Tauw shall only be obliged to surrender digital data/work results if this is indispensable for the purpose of the contract. In this case, the handover of the digital data/work results shall only be settled with the order amount if this has been expressly agreed in writing.

#### 9. Industrial property rights and copyrights

(1) Only upon full payment of the agreed remuneration, the Customer shall receive the exclusive, temporally and spatially unlimited right to use, duplicate, edit and combine with other materials Tauw's work results for their own use and internal purposes. Work results may not be made accessible to third parties without the prior written consent of Tauw.

(2) Tauw reserves the right to archive the work results and to continue to use the know-how acquired during the development process without restriction. For example, Tauw can build on this and develop new work results and provide them to third parties, even if they may be similar to the work results delivered to the Customer.

(3) The information and images used by Tauw for the work results are protected by copyright, as are the expert opinions. All rights are reserved in this respect.

(4) Tauw assumes no liability for the infringement of granted or registered industrial property rights, copyrights or other rights of third parties (hereinafter referred to as "industrial property rights of third parties"), which Tauw obtains based on technical specifications, information, instructions, drawings or other documents, or information received by Tauw from the Customer within the scope of provisions or cooperation and used for the provision of services. In this case, the Customer indemnifies Tauw against any infringement of third-party industrial property rights and assumes all costs, expenses and damages incurred by Tauw due to the infringement of third party industrial property rights upon initial request.

#### 10. Sample storage

(1) The acceptance of samples for examination purposes shall not constitute a transfer of ownership. The Customer remains the owner of the sample materials even after completion of the commissioned tests and is the waste producer as defined by waste law.

(2) Tauw is entitled to keep the sample material for three months (solid samples) or two weeks (water samples, if technically reasonable) for preservation of evidence and for any follow-up examinations. Following this period, Tauw is entitled to properly dispose of the remaining quantities. The costs of disposal are included in the prices quoted in the offer. Samples are not stored during building contaminant tests.

#### 11. Prices

(1) To the extent that an individual contractual arrangement has not been made, services will be invoiced according to time spent at Tauw's applicable hourly rate.

(2) A 50 percent surcharge shall be levied for work carried out on Saturdays in agreement with the Customer. The surcharges for work on Sundays and public holidays are 100%.

(3) Unless expressly stated otherwise, all prices are net prices excluding value added tax.

(4) Tauw may separately claim costs for additional expenses such as shipping, (measuring) equipment costs or other customary ancillary administrative costs. Efforts, which make it considerably more difficult for Tauw to provide the services

owed because the legal, technical or other conditions required for the provision of the service and accepted by Tauw when the contract was concluded are not met, shall not be included in the prices agreed in the individual contract or in Tauw's standard hourly rates, unless otherwise expressly agreed. Such additional effort shall therefore be remunerated separately by the Customer. The same shall apply if, during processing of the order, more or less extensive revisions or (partial or complete) new services are required, e.g. changes in concepts, changes in planning, etc.

(5) Additional dates for the provision of services by Tauw, which become necessary (e.g. due to short-term changes in dates by the Customer), are not included in the individual contract prices either and must be remunerated separately by the Customer.

(6) Tauw shall inform the Customer in time of any additional or reduced services as well as any circumstances, which trigger the Customer's obligation to pay a separate fee. To the extent that there is no imminent danger, Tauw is entitled to postpone the further performance of the service that would generate additional remuneration expenses, and await approval of these services by the Customer.

#### 12. Terms of payment

(1) Payments shall be made by wire transfer to the account indicated on the invoice. Tauw GmbH's receivables are due immediately and payable within the period stated on the invoice. If no other date is stated on the invoice, Tauw GmbH's receivables must always be paid within 14 days after receipt of the invoice. If payment is not received on time, the Customer shall be considered in default of payment without further notice. The Customer shall then owe default interest at the statutory rate. Further claims for damages remain unaffected by this.

(2) Tauw GmbH has the right to demand appropriate advance payments for the remuneration measured by the progress of its performance.

(3) Payment orders, cheques and bills of exchange shall only be accepted after special and express agreement including calculation of all collection costs and expenses.

(4) If the Customer does not adhere to the terms of payment without justifiable reason or if a significant deterioration of the Customer's financial situation becomes known after conclusion of the contract, Tauw GmbH reserves the right to carry out further services only if the Customer makes a reasonable advance payment for services already rendered and due in the future or provides a security deposit by bank guarantee.

#### 13. Guarantee

(1) If Tauw GmbH fails to meet its obligations with regard to services performed by Tauw GmbH, the Customer is obliged to provide Tauw GmbH the opportunity to rectify the service provided thus far or to rectify its failure to meet its obligations within a reasonable period to the extent possible. If rectification is not performed within a reasonable period or if rectification fails twice or if rectification is unreasonable for the Customer for other reasons, the Customer may withdraw from the contract or reduce remuneration. The right to termination for good cause remains unaffected by this. The Customer may claim damages in accordance with the statutory requirements and taking into account section 16 of these General Terms and Conditions.

(2) If a work service is the subject Tauw GmbH's contract (e.g. preparation of an expert opinion as an environmental expert), the legal liability of Tauw GmbH due to defects of the service (guarantee) is limited to the subsequent performance. As such, Tauw GmbH can remove the defect or produce new work at its own discretion. The Customer shall provide Tauw GmbH

immediate and sufficient opportunity for rectification. In case of a violation of this, Tauw GmbH shall be freed from liability for the consequences resulting from it. The Customer may only rectify the defect themselves or have it rectified by third parties and demand compensation for the necessary expenses if this is urgently necessary, for example in order to avert imminent disproportionate damage. In the event that rectification does not take place on time despite a reasonable deadline being set, or that rectification can be regarded as having failed, or that a deadline for rectification can be dispensed with for other legal reasons, the Customer shall be entitled to reduce their remuneration or withdraw from the contract. The Customer may claim damages in accordance with the statutory requirements and taking into account section 16 of these General Terms and Conditions.

#### 14. General limitation of liability

To the extent that the contract including these General Terms and Conditions does not contain any other provisions, Tauw GmbH is only liable as follows:

(1) Tauw GmbH shall only be liable in cases of intent and gross negligence. This does not include liability for personal injury, liability on the basis of expressly provided guarantees and liability for the breach of essential contractual obligations. Essential contractual obligations include the fundamental, elementary obligations arising from the contractual relationship, the fulfilment of which is essential for the proper performance of the contract, the breach of which endangers the achievement of the purpose of the contract and the observance of which the Customer regularly relies on and may rely on. To the extent that Tauw GmbH only negligently violates essential contractual obligations, liability shall be limited to the amount of damages typical for the contract and foreseeable on conclusion of the contract.

(2) The limitations of liability also apply directly to the benefit of the organs as well as the vicarious agents (e.g. subcontractors) of Tauw GmbH. In any case, pursuant to Section 30 of the Environmental Audit Act in conjunction with Section 323 (2) of the German Commercial Code (HGB), liability in the event of negligence shall be limited to one million euros.

(3) The Customer must inform Tauw GmbH in text form if a commissioned expert opinion is also intended for third parties and/or is to be used to obtain services from third parties. If this reference is omitted, Tauw GmbH may assume that no third parties are included in the scope of protection of the expert opinion contract.

#### 15. Limitation of claims

The following periods of limitation shall apply to the Customer's claims arising from or in connection with the contract:

When Tauw GmbH provides work services (e.g. preparation of an expert opinion as environmental expert according to the German Building Energy Act), the limitation period for defects is one year from the date of acceptance of the service. In the case of planning or monitoring services relating to a building, the limitation period shall be five years.

- The limitation period for the provision of services by Tauw GmbH is one year beginning with the end of the year, in which the claim arose and the Customer had or should have had knowledge of the circumstances justifying the claim.
- The statutory maximum limitation periods according to § 199 paragraphs 2 - 5 German Civil Code remain unaffected, as do the limitation periods according to § 197 German Civil Code.

#### 16. Customer's right of set-off and retention

The Customer may only exercise a right of retention and set-off if their counterclaim is based on the same contractual relationship. Furthermore, the Customer only has the right to set-off and retention if their counterclaim has been legally established or acknowledged by Tauw GmbH or is undisputed.

17. Place of jurisdiction, choice of law, severability clause

(1) The place of jurisdiction is the location of the registered office of Tauw GmbH. However, Tauw GmbH reserves the right to sue the Customer at the latter's general place of jurisdiction.

(2) Only the law of the Federal Republic of Germany is applicable to the exclusion of international private law to the business relationship with the Customer and particularly to the establishment and execution of the contract.

(3) Should individual provisions of the contract or these GTC be or become legally invalid, this shall not affect the remaining provisions.