

1. Scope of Application

- (1) Buyer (hereinafter AG) as referred to in the following Terms of Purchase shall be the company named on the letterhead of the Minutes of Negotiation/the Purchase Order.
- (2) The Terms of Purchase shall apply to all purchase agreements concluded between the Parties. They shall also apply where the Seller (hereinafter AN) is required to manufacture or produce the object of the purchase.
- (3) The present Terms of Purchase shall apply exclusively to all purchase agreements between the AG and the AN, unless the Parties have agreed expressly and in writing to apply the terms of sale or delivery of the AN.

2. Conclusion of the Agreement

- (1) The statements by which the Parties declare conclusion of the purchase agreement are to be made in writing. Said requirement as to the written form shall be deemed met also if the declarations are transmitted in electronic form or via telefax.
- (2) Should the AN deviate from the AG's order or the AG's specifications, then this is to be communicated to the AG separately in a timely manner.
- (3) Any proposals prepared by the AN shall be free of charge for the AG. In his offer, the AN is to adhere to the AG's specifications and the wording of the AG's inquiry. In the event of any deviations, the AN is to expressly and separately communicate them.

3. Prices

- (1) The agreed prices shall be fixed prices. Unless otherwise agreed in writing, prices shall include the quotation processing costs, all taxes, duties, packaging, transport and unloading costs, as well as insurance up to the AG's place of receipt (delivery address). Prices shall be quoted excluding the applicable statutory value-added tax.
- (2) If the AN should reduce its prices by general declaration following the conclusion of the agreement, the prices valid on the day of delivery shall also apply to such agreement.

4. Rescission

The AG shall be entitled to rescind the agreement by written declaration prior to delivery of the object of purchase. In such cases the AN shall be entitled to claim his expenses incurred up to the time of rescission.

5. Delivery Time

- (1) The agreed delivery dates are binding. Timeliness of performance shall be determined by the handover of the object of purchase at the agreed place of performance (*Erfüllungsort*). The AN shall be entitled to early delivery only upon written consent of the AG. The AN shall immediately notify the AG in writing of any delivery delays, providing the expected date of delivery. The rights of the AG concerning delay shall remain unaffected.
- (2) In the event that the AG is in default of acceptance, the AN shall not be entitled to deposit the object of purchase.
- (3) Should the AG be in default of acceptance, the AG shall not be liable for any additional expenditure incurred as a result of the unsuccessful delivery of the requested object, nor for its storage or maintenance, unless the AG has caused such default intentionally or as a result of gross negligence.
- (4) In the event that the AN is in delay with performance of its obligations, the AN shall be liable to pay a contractual penalty amounting to 0.2% of the net contract price for each working day of delay that has elapsed, capped at 5% of the net contract price, provided that such penalty shall be taken into account by way of deduction when calculating any damages. All other rights of the AG concerning delay shall remain unaffected.

6. Delivery, shipping, packaging, passing of risk

- (1) The AN shall inform the AG of the dispatch of the object of purchase as early as possible via fax or email, at the latest upon the dispatch having been effected. The dispatch note, other shipping documents and delivery notes must include the delivery date, the ordering unit of AG, the place of receipt (delivery address), the project name as well as the number and the date of the Purchase Order.
- (2) The AN shall perform a quality control of the object of purchase and provide the AG with appropriate evidence of this by the time of the handover at the latest. The AG shall be entitled to monitor the AN's quality control upon prior notice. For this purpose the AN shall grant the AG access to its manufacturing and assembly sites and warehouses during normal business hours.
- (3) The AN shall package the object of purchase appropriately for transport to the place of delivery. The AN shall be obliged to take back the packaging material. If the object of purchase in the countries of origin, transit or destination known to the AN is subject to special public conditions of carriage and storage, the AN shall ensure that the object of purchase is duly labeled and transported in accordance with such conditions; and the AN shall make any necessary declarations in this respect. If the delivery is made to a construction site, the AN shall collect the packaging material within a reasonable period of time specified by the AG. Expenses incurred in this respect shall be included in the contract prices.
- (4) Unless otherwise agreed in writing, the specified place of receipt (delivery address) shall be the place of performance.
- (5) All deliveries require an acknowledgement by way of a confirmation of receipt by an employee of the AG who is authorized to issue such confirmation. The confirmation of receipt shall not constitute any acknowledgement that the object of purchase is complete or possesses the contractually owed properties. The inspection carried out by the AG pursuant to Sec. 377 of the German Commercial Code (HGB) is limited to obvious defects in the object of purchase. The AG may give notice of defects within 14 calendar days from discovery.

- (6) In the event of third-country deliveries (imports), the shipping documents are to record whether the goods have been cleared through customs or not.
- (7) If the goods have not been cleared through customs, the AN is to submit to the AG the following customs documents: transit accompanying documents (e.g. T1), freight documents, customs invoice or commercial invoice, evidence of the goods being of preferential origin such as Form A, EUR.1, A.TR., certificate of origin or proof of origin, as well as further documents that may be required for clearing the goods through customs. Furthermore, the AN shall ensure that the information required for the advance notification procedure under customs law is complete and accurate, and is promptly made available to the body obligated to file the advance notification in order to prevent any delays in delivery.
- (8) If the goods have been cleared through customs, proof of duty having been paid is to be noted in the freight papers (e.g. ATC number, number of the tax assessment notice).
- (9) Wherever the AN is aware that goods or services will be (re-)exported, the AN is under obligation to provide detailed information, in writing, to the AG regarding any approval requirements that may exist for (re-)exports pursuant to the respective national export and customs regulations, as well as pursuant to the export and customs regulations of the country in which the goods and services originate.
- (10) The AN is to package, mark, and ship hazardous goods in accordance with the relevant national and international regulations. As concerns the delivery of the goods, the AN is to comply with all of the duties incumbent on suppliers (within the meaning of Article 3 No. 32 of Regulation (EC) No. 1907/2006 (referred to hereinbelow as the "REACH Regulation")) under the REACH Regulation. In particular, he shall make available to the AG, in all of the cases provided for by Article 31 Clauses 1 through 3 of the REACH Regulation, a safety data sheet in accordance with Article 31 of the REACH Regulation, in the language of the recipient country.
- (11) Until the contractual goods arrive at their destination, accompanied by the documents set out in Clauses 6.5 and 6.6 hereof, the AN shall bear the risk of loss or damage. Where a delivery has been agreed along with the installation of / services for the goods delivered, the risk shall devolve following the due and proper installation / performance of the services and handover.
- (12) Where an acceptance has been provided for by law or has been contractually agreed, the risk shall devolve once the AG has accepted the goods. Where formal acceptance has been agreed, the devolution of the risk shall not occur before the successful acceptance by the AG has been confirmed in the record of acceptance. The payment of invoice amounts shall not take the stead of formal acceptance.
- (13) Where machines or systems are delivered, the AN shall install them and place them into operation should the AG so request. If the AN provides the jigs/equipment necessary therefor, the costs accruing in this regard are to be separately itemised and settled; otherwise, they will be considered as having been included in the proposal. Should the AN be required to perform any additional development work in order to fulfil the contract, the AG shall bear the corresponding costs therefor only if this has been previously agreed in writing.
- (14) Inasmuch as the AN makes available devices serving processing, measurement, and testing purposes, as well as gauges, the corresponding tool costs engendered thereby shall be itemised separately in the proposal and settled separately; otherwise, they will be considered as having been included in the proposal. Exclusively measurement and testing equipment and gauges may be used that have been calibrated.

7. Origins of goods

- (1) The AN shall cite any non-preferential origins of the goods (country of origin) in the commercial papers and shall provide a certificate of origin / proof of origin as to the goods' source.
- (2) The goods are to meet the origin requirements under the bilateral or multilateral preference treaties, or the unilateral origin requirements of the General System of Preferences (GSP) for beneficiary countries, provided that the deliveries are being made in the context of these types of trade.

8. Warranties

- (1) The AN warrants that the object of purchase possesses the contractually agreed properties, is fit for the contractually intended purpose and in accordance with the state of the art and all applicable private-law and public-law standards. The AN further warrants that no rights of third parties - including trade mark rights, copyrights and patent rights - shall be violated as a result of its contractual performance. The limitation period for defect claims shall be governed by Section 438 of the German Civil Code (BGB)
- (2) In the event of remedial performance, the AN shall bear the expenses under Section 439 para. 2 BGB in addition to the costs for removal and installation of the defective object of purchase. The AN shall also be obliged to compensate for any damages to other objects that may result from the removal and installation of the defective object of purchase and shall indemnify the AG from all third-party claims in this respect. If the AN delivers a non-defective instead of the defective object of purchase, the AN shall not be entitled to demand compensation for use from the.
- (3) The place of performance for remedial performance shall be the place where the object of purchase is located according to its intended purpose. If the object of purchase is installed in a building of third parties, remedial works shall be effected in agreement with the latter and with protection of their interests.
- (4) The AN shall assign to the AG on account of performance any claims it may have against its subcontractors based on defects, warranty or damages, and the AG shall accept such assignment upon conclusion of the purchase agreement. The AN shall be authorized to assert such claims against its subcontractors until further notice.

9. Liability

- (1) The AN shall be liable without restrictions in accordance with statutory provisions for all damages the AN or its vicarious agents may cause during the provision of the contractual services.
- (2) If a third party suffers damage as a result of a defect or fault in the object of purchase, the AN shall have sole responsibility unless such damage has been caused by the AG's willful intent or gross negligence. If a third party asserts claims against the AG, the AG shall be entitled to be held harmless by the AN in respect of any liability towards such third party.
- (3) The AN shall submit proof to the AG of liability insurance having been taken out with a minimum coverage amount of €2,500,000.00 per occurrence and year, as blanket coverage for persons and property damages. The insurance cover must comprise, with the same coverage amounts, an enhanced product liability insurance with the cover modules 4.1 through 4.4 and the cover module 4.6 in accordance with the respectively applicable version of the Model Terms issued by the National Association of the German Insurance Industry (GDV) for the product-liability model, as well as an environmental liability insurance with the cover modules 2.6 and 2.7 in accordance with the Model Terms issued by the GDV for the environmental liability model.
- (4) The AN is to take out transport insurance if he bears the risk for the goods' transport, or if he must take out such transport insurance under the terms of delivery. The liability amount must correspond to at least 110% of the commercial value of the goods being transported.

10. Retention of Ownership

Ownership in the object of purchase shall be transferred to the AG upon handover to the AG or to a third party designated by the AG unless the Parties have agreed on a different form of ownership transfer. Any retention of ownership – in any form whatsoever – shall be excluded.

11. Payments

- (1) Payments shall be made by bank transfer within 21 days of delivery or partial delivery and receipt of the invoice or partial invoice with a 3% discount, within 30 days of delivery or partial delivery and receipt of the invoice or partial invoice with a 2% discount, or within 60 days without discount.
- (2) The invoice must itemise the order number, cost centre, the performance provided, and the recipient of the performance. A signed bill of lading, respectively a signed proof of work performed, is to be enclosed with the invoice. Should the information provided be incomplete or should the invoices not be auditable for other reasons, they will be returned to the AN without being processed and to the AN's detriment. The rejection of invoices will suspend deadlines for payment, which shall commence running anew only once the invoice concerned has been resubmitted. The timeliness of payment shall be determined based on the time at which the instructions to wire the funds have been issued to the bank.

12. Assignment/Setoff/Right of Retention

- (1) The AN may assign claims to payment of the purchase price only upon prior consent of the AG.
- (2) The AN shall be entitled to apply setoff or assert retention rights only if its counterclaims are undisputed or determined without further legal recourse. Rights of retention may only be exercised within the contractual relationship in which the AG's claims are based.

13. Setoff with Claims of Affiliated Companies

- (1) The term "affiliated companies" in this Clause means with regard to the AN affiliated companies within the meaning of Sec. 15 et seq. of the German Stock Corporation Act (AktG) and with regard to the AG companies which carry the name component "Bilfinger" in their respective company names as well as those companies which are referred to on the website "www.maps.bilfinger.com". Upon request the AG will furnish the AN with a list of the affiliated companies of the AG.
- (2) The AG shall be entitled to offset claims of the AN arising out of or in connection with this purchase agreement
 - (a) against claims the AG may have against affiliated companies of the AN,
 - (b) against claims affiliated companies of the AG may have against the AN, and
 - (c) against claims affiliated companies of the AG may have against affiliated companies of the AN,or to exercise retention rights in this respect.
- (3) The AG shall be entitled to offset claims the AN may have against affiliated companies of the AG
 - (a) against claims the AG or affiliated companies of the AG may have against the AN, and
 - (b) against claims the AG or affiliated companies of the AG may have against affiliated companies of the AN.
- (4) In the claims constellations in sub-paragraphs (2) and (3), affiliated companies of the AG shall be entitled to the same rights to apply setoff or retention as the AG.

14. Declarations of the Parties

- (1) Any declarations of the AN in connection with this purchase agreement shall be addressed to the ordering unit of the AG.
- (2) All documents of the AN addressed to the AG shall include the order number, the ordering unit of the AG, the place of receipt, the project name as well as the number and the date of the order letter.
- (3) Amendments to the agreement as well as all unilateral legal declarations require written form for reasons of proof.

15. Confidentiality and Data Protection

The Parties undertake to keep the content of this agreement confidential, in particular with regard to conditions, and to comply with applicable data protection provisions. Notably, the Parties shall not publicly defame each other.

Each Party shall treat all confidential information which the other Party discloses to it in connection with the agreement as confidential without restrictions. Confidential information within the meaning of this provision shall be information, documents, or data designated as such or which are to be regarded as confidential due to their nature, in particular personal data. This shall not apply to information which is accessible to the public or which has been in the possession of the other Party prior to its disclosure.

The confidentiality obligation shall not apply to the disclosure of information to affiliated companies within the meaning of Sec. 15 et seq. AktG. Notably information within the framework of the supply chain and procurement management may be passed on to affiliated companies worldwide.

Furthermore, the Parties undertake to grant access to confidential information of the other Party only to those employees and subcontractors and suppliers who are entrusted with the provision of services within the scope of this agreement and with whom appropriate confidentiality and data protection agreements have been concluded. The aforementioned confidentiality obligations shall survive the termination of this agreement for a period of two years. With regard to personal data, the confidentiality obligation is unlimited in time.

To the extent that the AN is acting as a data processing agent for the AG, an agreement shall be concluded in order to ensure that the requirements for contract data processing (so-called "instructions") are complied with (see the data protection annex of this agreement for a sample of the requirements stipulated within Sec. 11 of the German Data Protection Act (BDSG)).

Without the prior consent of the AG, the AN shall not be entitled to use either the business relationship with the AG as such or its content for advertising purposes.

16. Drawings, Models, Documents

The AN may use drawings, models and documents received from the AG only for the purpose of contract negotiation and execution and shall not make them available to third parties. The AN is obliged to return to the AG such drawings, models and documents immediately upon request, at the latest upon termination of the agreement. They shall remain the property of the AG who shall also retain all other rights thereto.

17. Code of Conduct

The AN is obliged to comply with the following Code of Conduct for subcontractors and suppliers

18. Applicable Law / Place of Jurisdiction

In addition to these terms and conditions, the laws of the Federal Republic of Germany pertaining to the legal relationships between domestic parties shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction between commercial partners shall be the registered office of the AG.

Terms & Conditions of Purchase and Code of Conduct (T&C) Bilfinger SE - Germany



Vendor Declaration

As part of our commitment to following the principals contained in the Bilfinger Code of Conduct, we expect our business partners to follow comparable standards in their conduct. Our expectations are set out here, in our Vendor Declaration, which you are contractually obliged to follow.

Compliance with laws and adherence to generally accepted standards

As a vendor to Bilfinger we will:

- Comply with applicable laws and regulations, including relevant anti-corruption legislation
- Operate in accordance with generally accepted principles and standards relating to social and environmental responsibility, and internationally recognized human rights including laws preventing modern slavery

Anti-Bribery and Anti-corruption

As a vendor to Bilfinger we will:

- Not partake in any form of corruption or bribery, and ensure that business decisions are not influenced through any improper or illegal payments, either through cash, gifts, travel or anything else of value including intangible benefits
- Refrain from presenting any invitations or gifts, or anything of value, to Bilfinger employees with an intention to gain any form of influence
- Disclose to Bilfinger any requests or pressure to provide bribes (any kind of benefit) in any form, either to Public Officials or any other parties, directly or indirectly, that may try to influence or provide an unfair business advantage

Books and records

As a vendor to Bilfinger we will:

- Maintain complete books and records that accurately reflect all business transactions and expenditures that are prepared in accordance with applicable laws and regulations

Conflicts of interest

As a vendor to Bilfinger we will:

- Avoid situations where our own interests conflict, or could conflict, with the business interests of Bilfinger
- Notify Bilfinger without delay, if we become aware of a conflict of interest, including if a Bilfinger employee has a financial interest in our company or is related to our company in any other way

Protection of assets and information

As a vendor to Bilfinger we will:

- Contribute to safeguarding Bilfinger's assets from theft, misuse or waste
- Take necessary measures to protect, and keep Bilfinger data and information that is available to us confidential

Anti-competition and economic and trade sanctions

As a vendor to Bilfinger we will:

- Not engage in any activities that could reasonably be construed as being anti-competitive, abusive or unfair, and comply with applicable anti-trust and anti-competition laws and regulations
- Comply with laws and regulations governing the export or import of goods, products and services, and those relating to economic and trade sanctions, and anti-boycott

Insider trading

As a vendor to Bilfinger we will:

- Avoid insider trading by not buying or selling Bilfinger or another company's securities when in possession of insider information about Bilfinger that is not available to the investing public, and that could influence an investor's decision to buy or sell the security

Employees

As a vendor to Bilfinger we will:

- Provide for safe workplaces that comply with international labour standards
- Ensure fair employment practices, and refrain from any form of unethical or illegal employment practices (such as harassment or physical assault, any form of slavery, servitude and forced or compulsory labour including, but not limited to child-labour)
- Not discriminate against employees on the grounds of their ethnicity, gender, sexual orientation, religion, ideology, disability or age
- Assure the rights of association and collective bargaining and provide employees with written agreements of employment, as governed by local legislation
- Ensure that wages, working hours, vacation and leave periods provided to employees and hired external contractors are in accordance with applicable law and/or agreements
- Adhere to all applicable data protection laws

Terms & Conditions of Purchase and Code of Conduct (T&C) Bilfinger SE - Germany



Environment

As a vendor to Bilfinger we will:

- Conduct our operations safely and minimize the environmental impact of our business activities
- Comply with applicable environmental legislation and permits

Communities

As a vendor to Bilfinger we will:

- Respect the local community and seek to prevent and mitigate adverse impact on local community

Standards towards our own Vendors

As a vendor to Bilfinger we will:

- Demand from our own vendors and subcontractors to adhere to the principles set forth in this Vendor Declaration
- Systematically include and follow up on these obligations in our business relationships with them

Material compliance and conflict minerals

As a vendor to Bilfinger we will:

- Ensure that goods and materials provided to Bilfinger are not sourced in illegal or unethical ways
- Confirm the implementation of appropriate due diligence measures for the responsible sourcing of minerals to ensure compliance with relevant regulations.
- In case we produce, buy or trade with regulated Conflict Minerals (tantalum, tin, tungsten, gold, or any other mineral or its derivatives determined to be financing conflict) from the Democratic Republic of Congo (DRC) or adjoining countries, inform Bilfinger and upon request make our due diligence measures and results available to Bilfinger, to eliminate the possibility that such minerals are supplied to Bilfinger

Bilfinger reserves the right to request further self-declarations, certifications or to take any other reasonable action as contractually agreed where there may be concerns.

In cases of concern or, if you become aware of any inappropriate action by Bilfinger personnel, you are encouraged to report these to the Bilfinger Reporting Line (see <http://www.bilfinger.com/en/responsibility/compliance/> for global phone numbers) or anonymously through our online reporting portal, available at the same link.