

1 Scope of application, order confirmation

1.1 These General Terms and Conditions of Purchase Orders (GTCP) are applicable to all contracts (hereinafter also referred to as "Purchase Order") concluded by VERBUND AG and/or its group companies [except for Austrian Power Grid AG (APG) and Gas Connect Austria GmbH (GCA)] as principal (hereinafter "Principal", "PRIN" or "VERBUND") with a contractor (hereinafter "Contractor" or "CON"), unless Principal's order letter (SAP order) and its schedules provides otherwise.

1.2 These GTCP apply on an exclusive basis. Even if no terms contrary to these GTCP are incorporated in Contractor's terms and conditions, the latter will not become part of a contract without Principal's express written consent. These GTCP are applicable also to all future business relationships, even if they were not specifically agreed again. Contractor shall confirm the Purchase Order in writing. Principal shall receive the order confirmation, validly signed by Contractor, within 14 calendar days of the date on which Contractor has received the Purchase Order. Otherwise, Principal reserves the right to revoke the Purchase Order without Contractor being entitled to any compensation.

2 Price, packaging, transportation and shipping

2.1 The agreed (total) price constitutes compensation for all supplies/services to be provided for the performance of the Purchase Order (the contract). It is a fixed net price for delivery to the place of performance/place of installation (DDP Incoterms 2020). Place of performance is the shipping address stated in the Purchase Order, unless otherwise agreed in writing. Partial deliveries are not admissible, unless otherwise agreed in writing. COD shipments require Principal's written consent. Contractor shall fulfill the obligations applicable to the packaging, labelling and transportation of hazardous goods and attach two copies of the safety data sheet to the shipment. Contractor shall procure at its own cost proper and appropriate packaging of all supplies and, in case of supplies of hazardous goods according to the Act on the Transport of Hazardous Goods (*Gefahrgutbeförderungsgesetz*), shall clean and decontaminate transport containers. Contractor shall properly dispose of packaging material in accordance with environmental regulations. Contractor shall demonstrate the type, quantity, origin, and whereabouts of any waste produced in connection with Contractor's activities to the satisfaction of Principal. Contractor shall be subject to these obligations even if Contractor is allowed to take back waste without a collection or treatment permit. Contractor is required to assume any financial burden which Principal incurs due to Contractor's failure to comply with provisions, including but not limited to shipping regulations.

2.2 Contractor undertakes to transfer and assign the above obligations also to any subcontractors or suppliers engaged by Contractor.

3 Penalties

3.1 If a penalty date set forth in the Purchase Order is exceeded, Principal is entitled to charge and to retain a penalty equal to 0.2 percent per calendar day of the exceeded time up to a maximum of 10 percent of the total sum, exclusive of value added tax (VAT), regardless of Contractor's fault and proof of damage.

3.2 The total sum consists of the original order value, as well as increases and reductions of the original order value.

3.3 The amount of damage and the recoverability of damage does not affect the amount of any penalties. This does not limit or exclude Principal's right to assert any damage in an amount which exceeds the amount of the penalties.

4 Correspondence, documents

Contractor shall exclusively address statements or notices (quoting the Purchase Order number) to Principal's "procurement" department. The Purchase Order number must be provided on all documents of Contractor. The supplies/services shall be accompanied by the necessary documents (delivery notes, packing lists, etc). In case of missing or incorrect documents (e.g. those missing the PO number), Principal is entitled to reject supplies/services and/or documents.

5 Documentation

Blueprints, operating regulations, lists of spare parts, any other documentation, data processing software or other instructions which are necessary or customary for the use or maintenance of supplies/services form a material part of the Purchase Order and shall be delivered to Principal or executed upon provision of a supply/service or upon completion, at the latest. Supplies/services shall be deemed to have been provided according to the terms of the contract and accepted by Principal only when Principal was able to examine these at the place where they are used and did not have any complaints.

6 Invoicing, assignment

6.1 Contractor shall send invoices to the address provided on the Purchase Order form (quoting the PO number). Invoices must be issued in verifiable form and meet the requirements of value added tax law. Any documents necessary to verify an invoice shall be attached.

6.2 Invoices may be issued by third parties or claims against Principal assigned only with Principal's prior written consent.

6.3 The term of payment according to Section 7.1 starts to run not until Principal has received an invoice which meets the requirements stipulated in this paragraph 6 (along with all documents necessary to verify such invoice).

7 Terms of payment, default interest

7.1 Principal will pay invoices within 30 calendar days after receipt of an invoice, provided they were issued in accordance with the requirements stipulated in Section 6 and the supply/service is free of defects. The deadline for payment starts to run again with submission of the new/corrected invoice. Agreed discounts apply to each partial invoice. If a partial invoice is not paid within the time during which a discount applies, the discount for the relevant partial invoice is forfeited without effect for other invoices or discounts. Principal carries out bank transfers only once a week, on the payment date. The deadline for payment is extended accordingly on the three calendar days prior to that date, or is reduced accordingly on the three calendar days after that date. The time at which Principal has instructed its bank to transfer the money is relevant for the timeliness of a payment. Principal is deemed to be in default only after Contractor has given prior notice.

7.2 If Contractor or Principal are in default of payment, default interest at the rate of the applicable 1-month EURIBOR, plus 400 base points p.a., is agreed.

8 Contractor's default, warranty

8.1 If Contractor is in default and does not meet a certain calendar date or fails to fulfill its contractual obligations despite a grace period granted, Principal - notwithstanding any claims for the compensation of damage - may, at its election either reject the previously provided (partial) supplies/services, in whole or in part, and request defect-free and complete performance, or request a reasonable price reduction or forthwith withdraw from the contract and procure substitute performance at Contractor's cost and risk.

8.2 Contractor fully warrants that Contractor's supplies/services possess the properties that were explicitly agreed in the Purchase Order and are normally expected in accordance with the codes of practice and the relevant legal provisions. Throughout the entire warranty period it is assumed that a defect has already existed when the supplies were made or the services were provided. In addition, Contractor guarantees to rectify upon request those defects which occur within the guarantee period, either due to faults in the material, defective construction, defective production etc. Contractor waives the right to plead that noticeable defects of supplies/services were notified too late. Any costs and risks arising in connection with corrective action shall be borne by Contractor. Any corrective action shall be subject to the same warranty provisions that are applicable to the main supply/service. The warranty and guarantee period for replaced parts starts to run again upon delivery. If Contractor fails to promptly take corrective action, Principal may rectified or procure the rectification of the defect at Contractor's cost and risk, notwithstanding Contractor's warranty/guarantee obligations.

8.3 The guarantee and warranty period for movables and immovables is 36 months. Exchanged parts are taken over by Contractor and transfer to Contractor's property, unless Principal wants to use them otherwise. In case of waste, Sections 2.1 and 2.2 apply accordingly.

9 Liability, subcontractors, insurance

9.1 Contractor is liable for the performance of the supplies/services, free of defects, in accordance with the Purchase Order and the relevant provisions, standards etc. Contractor is liable in accordance with the legal provisions for any personal injury, property damage, and any other disadvantage which was incurred by Principal and caused by Contractor, the personnel engaged by him as well as any third parties engaged by him. In the absence of gross negligence and/or premeditation, claims will not be asserted for the compensation of damage which Principal incurs due to energy failures (generation or transmission). Any damage which Principal incurs (lack of generation and/or transmission) shall be calculated in such a manner that the energy which could have been generated and/or transmitted during a failure, had operation been optimal, is valued at market prices. Relief is granted only in events of force majeure. Events of force majeure are exclusively natural disasters, mobilization, war and riots.

9.2 Subcontractors and suppliers are vicarious agents of Contractor according to Section 1313a Civil Code (*ABGB*).

9.3 Contractor shall procure insurance cover appropriate to the scope of supplies/services (such as liability, assembly, transport insurance).

10 Service provision, conduct and rules at the workplace

10.1 In connection with the performance of the contract, Contractor is additionally obligated vis-à-vis Principal: (i) to comply with official reporting duties (e.g. according to Section 3 of the Ordinance concerning the protection of construction workers); (ii) to meet the requirements of Austrian labour and social law; (iii) to ensure that employees hold the required qualifications and work/employment permits at the time in question (and to provide the relevant documentary evidence to Principal free of charge); (iv) to ensure that employees comply with applicable safety regulations (Contractor is required to draw employees' attention to these special duties of care, confidentiality and secrecy according to the Data Protection Act and the consequences in case of infringement (v) to provide sufficient and demonstrable information to employees on local safety provisions as well as hazards.

10.2 Besides the legal provisions and official regulations, Contractor shall adhere to and comply with the „*Arbeitssicherheits- und Umweltschutz-Richtlinie für die Erbringung von Leistungen von Auftragnehmer:innen bei VERBUND-Standorten und/oder Baustellen in Österreich*“, the most recent version thereof is available at www.verbund.com/procurement. When work commences on the site, Contractor's work supervisor shall document the acknowledgement of this policy and hand this record over to Principal's contact on site.

10.3 Contractor is responsible for the fulfilment of these obligations by its employees and subcontractors or their employees, shall monitor compliance, is liable for damage due to infringement and shall hold harmless and indemnify Principal in this respect.

11 Proprietary rights

11.1 Any documents and information (analyses, reports, expert opinions, organizational plans, specifications, sketches etc.) will remain Principal's exclusive property and may be used by Contractor only for the performance of the contract. These documents etc. shall be returned at the Principal's request.

11.2 The agreed (total) price covers the use and exploitation of intellectual property rights (e.g. copyrights to patents, designs, trademarks and utility models) by Principal to the extent this is necessary for the free use of Contractor's supplies/services. Contractor is liable for the non-infringement of third-party property rights and holds harmless and indemnifies Principal in this respect. Contractor may not use the content of services/work/results provided for the advertising or as reference without Principal's prior consent.

12 Confidentiality and data privacy

12.1 Contractor undertakes to keep confidential and not to disclose any information and data, notices, documents, business and trade secrets, know-how, etc., disclosed, provided or made available either in connection with the implementation of the contract either in written form, orally or via electronic data transfer or otherwise ("Confidential Information").

12.2 Contractor undertakes to use Confidential Information only to perform the contract and undertakes not to transfer Confidential Information as a whole, in part or in extracts, to third parties or to make it available in any other form to third parties. Furthermore, Contractor undertakes not to otherwise process or otherwise use and exploit Confidential Information, in particular not for its own purposes. Publications relating to the project, including photographs of any kind, as well as any advertising on the construction site is permitted only with Principal's consent.

12.3 Contractor shall take adequate precautions to prevent any unauthorized use of Confidential Information and/or to avoid any access to Confidential Information by third parties.

12.4 Contractor shall verifiably oblige all persons who may get access to Confidential Information due to this contract to similarly comply with all confidentiality obligations imposed upon Contractor, also after they have ceased their activities for Contractor's business or after the contractual relationship between Principal and Contractor has ended.

12.5 Contractor may engage vicarious agents for the performance of the contract only with Principal's prior written consent. The above confidentiality obligations shall also verifiably be transferred to these vicarious agents by way of contract.

12.6 Contractor shall be liable for any damage if he fails to transfer and assign these confidentiality obligations.

12.7 At Principal's request, Contractor shall immediately return to Principal, destroy or permanently erase Confidential Information at any time, also after termination of the contract, including paper and electronic copies and any documents referring to Confidential Information. At Principal's request at any time, Contractor shall provide documentary evidence in a particular case that such information was erased or destroyed.

12.8 In case of an infringement of the confidentiality obligations, Principal may forthwith terminate the contract without notice or withdraw from the contract immediately.

12.9 Principal is not subject to a confidentiality obligation whenever Confidential Information must be transferred to insurance companies, experts or suppliers who were engaged by Principal and need to know that information due to their tasks, provided that they are not competitors of Contractor. If possible, Principal will pass on the obligation to keep that information confidential to these persons.

12.10 Contractor confirms that he is familiar and in compliance with the relevant applicable data protection provisions, including but not limited to the General Data Protection Regulation (GDPR). Contractor guarantees to procure the security and therefore confidentiality, integrity and availability of personal data of the Principal which Contractor gets to know in the course of the contract according to Article 28 and Article 32 GDPR.

12.11 Contractor shall particularly not only adhere to special legal confidentiality obligations in the course of its processing operations, but also safeguard the confidentiality of data which Contractor gets to know subject to the terms of the contract. Furthermore, Contractor shall ensure that any person who may get to know data, is subject to a confidentiality obligation under this contract prior to commencing their activities. This confidentiality obligation survives also after these persons have ceased to carry out their activities and have left Contractor.

12.12 Contractor is liable vis-à-vis Principal for any property damage, financial loss and physical injuries caused by Contractor itself or by any action and omission of any of its employees or agents or by any other persons engaged by Contractor. Contractor is liable in particular for any disadvantage which Principal suffers due to a breach of any provision of this contract or of applicable data protection provisions.

12.13 These data protection obligations survive also after termination of the contract. In case of an infringement of the data protection obligations, Principal may forthwith terminate the contract without notice or withdraw from the contract immediately.

12.14 Whenever Principal instructs Contractor to process personal data as processor according to Art 4 (8) GDPR, Contractor undertakes to conclude the processing agreement drafted by Principal according to Art 28 GDPR with Principal prior to concluding a contract. Furthermore, other additional statements shall be issued and documents and evidence provided according to Art 28 GDPR also directly to the Data Protection Officer (for example, if Principal itself acts as contractor).

13 Withdrawal

13.1 Principal may forthwith withdraw from the Purchase Order at any time in writing without stating any reason. In this case, Contractor is entitled to a compensation equal to the agreed (total) sum, while the following amounts are credited:

- savings in costs due to withdrawal,
- income earned or to be earned through any other use of Contractor's labor force or facilities or
- income earned through the sale of parts produced as well as finished and semi-finished products.

13.2 Principal's right to give extraordinary notice of withdrawal for good cause shall not be affected. Principal may forthwith withdraw from the Purchase Order for good cause.

13.3 Good cause is found to exist if Contractor's financial condition deteriorates or is at risk and the fulfillment of liabilities vis-à-vis Principal is therefore jeopardized, if the opening of insolvency proceedings with respect to Contractor's assets is dismissed for lack of assets to cover the costs or if these insolvency proceedings were cancelled due to a lack of assets to cover costs, if insolvency proceedings were opened with respect to Contractor's assets and the legal provisions do not prohibit a withdrawal from the contract, if Contractor provides inaccurate information on material circumstances or does not fulfill or is unable to fulfill obligations under the Purchase Order. Contractor's services shall be settled as of the withdrawal date. In case of Principal's extraordinary withdrawal, Contractor shall not have any other claim for compensation. Contractor shall repay to Principal any overpayments immediately after the final invoice was issued.

13.4 Partial withdrawal is permissible.

13.5 Contractor may withdraw from the Purchase Order only for good cause as set out below:

- Without granting a grace period if the opening of insolvency proceedings against Principal's assets is denied for lack of assets or if such proceedings are cancelled on the grounds of lack of assets, or if insolvency proceedings were opened with respect to Principal's assets and withdrawal is not prohibited by legal provisions.
- Subject to granting two grace periods of at least 30 calendar days each, with each letter already having to include the notice of withdrawal, if Principal obstructs the proper provision of supplies/services by Contractor in a significant and sustainable manner or if Principal fails to pay to Contractor despite proper invoicing material claims, which are undisputed in terms of merit and amount and were already ordered in writing.

13.6 The grace period shall be set and notice of withdrawal given in writing. In this case, Contractor is entitled to a compensation for the supplies/services already provided.

14 Special terms for continuing obligations

14.1 Besides the other GTCP provisions, the special terms referred to herein apply exclusively to continuing obligations such as framework agreements relating to maintenance, cleaning or equipment leases.

14.2 Principal may terminate the contract with 30 calendar day's notice without good cause. Principal may also terminate parts of supplies/services. Notice of termination shall be given in writing.

14.3 In this case, the final invoice is issued at the end of the notice period for the supplies/services provided until then according to the terms of the contract. Immediately after the final invoice was issued, Contractor shall repay to Principal any prepayments made for periods after the contract termination date.

14.4 Principal may terminate the Purchase Order at any time and with immediate effect for good cause, notwithstanding any other agreement. Principal's early termination may also refer to parts of a Purchase Order. Good cause for termination is found to exist, in particular, if Contractor's financial condition deteriorates or is at risk and the fulfillment by Contractor of liabilities vis-à-vis Principal is jeopardized, if the opening of insolvency proceedings with respect to Contractor's assets is denied on the grounds of lack of assets or if these insolvency proceedings are cancelled on the grounds of lack of assets, if insolvency proceedings were opened with respect to Contractor's assets and the termination of the contract is not prohibited by law, if Contractor provides incorrect information on material circumstances or does not or is unable to fulfill Contractor's obligations under the Purchase

Order. In this case, the final invoice is issued on the effective termination date for services provided until then. Contractor shall repay to Principal any overpayments immediately after the final invoice was issued.

14.5 Contractor may terminate the Purchase Order only for good cause as follows:

- Without granting a grace period, if the opening of insolvency proceedings with respect to Principal's assets is denied for lack of assets or if such proceedings were cancelled on the grounds of lack of assets, or if insolvency proceedings were opened with respect to Principal's assets and the cancellation of the Purchase Order is not prohibited by legal provisions.
- Subject to granting two grace periods of at least 30 calendar days each, with each notice already having to include the termination statement, if Principal obstructs the proper provision of supplies/services by Contractor in a significant and sustainable manner or if Principal fails to pay to Contractor, despite proper invoicing, material claims, which are undisputed in terms of merit and amount and were already ordered in writing.

14.6 The grace period shall be set and notice of termination given in writing. In these cases, Contractor is entitled to a compensation for supplies/services already provided.

15 CE marks

In connection with the supply of machinery, partly completed machinery, components, systems, tools and processes that are subject to European directives or their national implementation, conformity (proof of conformity assessment procedure, CE marks) and compliance with any resulting additional requirements must be ensured. All resulting claims and measures are Contractor's responsibility and will not be separately compensated by Principal.

16 General provisions

16.1 The language of this Agreement shall be English.

16.2 Exclusive jurisdiction lies with the court having jurisdiction *ratione materiae* and *ratione loci* at Principal's corporate seat. The contract shall exclusively be governed by and construed in accordance with Austrian law, to the exclusion of the conflict of law rules of international private law and the UNCITRAL rules.

16.3 Contracts and contract amendments shall be drawn up in writing. It is specifically agreed that Principal will send SAP orders and SAP change orders electronically (e.g. via e-mail) and that these documents are legally valid and binding. This form requirement may only be waived in writing. There are no oral side agreements.