

1. Scope of Application

- 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 (herein after 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

Any declarations made by the Parties regarding the conclusion of the purchase agreement shall be made in writing. Such written form requirement shall be deemed observed by electronic transmission or fax. In the event that the AN deviates from the Purchase Order or the specifications of the AG, the AN shall inform the AG in good time by way of a separate letter.

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. 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.

6. Delivery

- (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 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.

7. 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.
- (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.

8. 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 provide evidence to AG of third-party liability insurance.

9. 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.

10. Payments

- (1) Payments shall be made within 30 days of delivery or partial delivery and receipt of the invoice or partial invoice.

- (2) Invoices shall include the job number, job location, OCSG#, the services performed and payments received; invoices shall be sent to the billing address specified by the AG.

11. 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.

12. 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

Terms of Purchase and Code of Conduct



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.

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.

13. Code of Conduct

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



BILFINGER

Terms of Purchase and Code of Conduct

1. Code of Conduct for Subcontractors and Suppliers

Bilfinger SE and its group companies (Bilfinger) are bound by the principles of ethical behaviour, integrity and compliance. Adherence to the Code of Conduct and the Compliance Guidelines of Bilfinger¹ as well as the principles of the United Nations Global Compact Initiative (Global Compact Initiative)² is mandatory for all Bilfinger employees.

Also from its subcontractors and suppliers, Bilfinger expects integrity and ethical, law-abiding behaviour in line with the Global Compact Initiative and the minimum standards set out below.

2. Counteracting Corruption

Subcontractors and suppliers actively and consistently counteract criminal or unethical influence on decisions taken by Bilfinger or other companies and institutions and fight corruptibility within their own companies.

3. Counteracting Bid Rigging

Subcontractors and suppliers do not participate in anti-competitive bid rigging and take action against illegal cartels.

4. Counteracting Illegal Employment

Subcontractors and suppliers comply with the applicable legal requirements and effectively eliminate illegal employment.

5. Respect for the Fundamental Rights of Employees

Subcontractors and suppliers respect the health, safety and personal rights of their employees and adhere to the principles of respect, fairness and non-discrimination. They employ and remunerate their employees on the basis of fair and compliant contracts. They maintain international minimum labour standards.

6. Respect for the Environment

Subcontractors and suppliers observe relevant legal environmental standards and minimize environmental pollution.

Bilfinger requests from its subcontractors and suppliers that they require their own subcontractors and suppliers also to comply with the principles of the Global Compact Initiative and the minimum standards of this Code of Conduct for Subcontractors and Suppliers (Flow Down).

Subcontractors and suppliers of Bilfinger are required to report their own violations of this Code of Conduct for Subcontractors and Suppliers, insofar as these affect their business relations with Bilfinger. They are also asked to report any knowledge of misconduct on the part of Bilfinger employees.

Bilfinger Compliance Communications

- Anyone wishing to report compliance violations can do so using Bilfinger Compliance Communications. The system also allows misconduct to be reported anonymously. Bilfinger Compliance Communications can be reached via:

Internet: www.bilfinger.com/compliance

Telephone: 00 800 – BILFINGER (00 800 – 2 45 34 64 37)

Subcontractors and suppliers are required to actively resolve any suspicious cases and to cooperate unconditionally with Bilfinger in this regard.

If there are reasonable grounds to believe that a subcontractor or supplier has violated this Code of Conduct for Subcontractors and Suppliers or if a subcontractor or supplier, when a suspicious case arises, fails to sufficiently meet his obligations to resolve the case and to cooperate, Bilfinger, on the basis of existing contractual or legal rights, can end all business relations with the subcontractor or supplier with immediate effect. In the event of a violation of this Code of Conduct for Subcontractors and Suppliers, Bilfinger retains the right to initiate further legal measures, particularly damage claims.

Bilfinger, from time to time, can appropriately update this Code of Conduct for Subcontractors and Suppliers and expects that its subcontractors and suppliers accept any such changes.

¹ <http://www.bilfinger.com>

² <http://www.unglobalcompact.org>