

1. General Provisions

These terms and conditions apply to the procurement of goods and services for enercity AG and its affiliates (Section 15 of the German Stock Corporation Act [Aktiengesetz (AktG)]) (see: <https://www.enercity.de/unternehmen/beteiligungen>), hereinafter referred to as principal (P), based on purchase or service contracts.

Unless explicitly agreed otherwise, all contracts between the contractor, hereinafter referred to as C, and P are governed exclusively by the following terms and conditions.

Contrary or additional terms and conditions of C are not part of the contract, not even if not explicitly rejected by P.

C agrees to comply with and inform employees of the house rules of P's respective location. The house rules may be found at the reception area or at <http://www.enercity.de/unternehmen/einkauf>.

Necessary changes or additions to contracts must be made in written form. Verbal agreements are only effective if confirmed by P in writing.

The language of contract and performance is German.

2. Payment

Agreed terms and conditions apply until the completion of the order and are not subject to change.

Payments must be made in net within 30 days upon acceptance or receipt of a verifiable invoice and evidence of performance recognized by P. The payment period commences on the date of receipt of the invoice.

Invoices include the order and position number and are written to the address in the letterhead.

3. Contract Responsibility, Subcontractors

C may only assign services to subcontractors with the permission of P. Furthermore, C must require and monitor compliance with C's contractual obligations by subcontractors.

4. Goods and Service Changes

P may request changes to goods and services where reasonable for C in consideration of the interests of P. For goods and services not included in the contract and for changes to quantities, C must make a subsequent offer to P in writing for review and confirmation in time before work commences. Work can only be continued after the contract has been adjusted. P will not pay for work performed without coordination.

Subsequent offers for changed or additional services must be calculated based on the main order. The terms and conditions of the main order also apply to subsequent orders.

Subsequent offers must fulfill the following requirements:

- Establishment of a subsequent order
- Goods and service description
- Goods and service price (unit prices, total price)
- Proof of calculation with evidence
- Effects on, e.g., contract dates

Subsequent offers that do not fulfill these requirements may be rejected by P.

5. Acceptance and Transfer of Risk

Every service performed by C requires formal acceptance (certificate of acceptance).

Acceptance is declared in writing if the performance of C fulfills the contractual requirements and any change requests. Use or testing does not represent acceptance.

Deliveries of C must be handed over at the reception of P, reference the order number and confirmed. P will inspect deliveries for visible damage and deviations of identity and quantity immediately upon receipt. Any detected defects will be reported to C by P without undue delay. Undetected defects will be reported by P within an appropriate period upon detection during the ordinary course of business. C waives the defense of late reporting of defects.

Risk is transferred to P upon the handover and confirmation of receipt or acceptance.

6. Agreed Quality

C must perform contracted services according to the state of the art at the time of contract conclusion and in compliance with legal and official requirements and the rules and regulations of P. Performance must follow the principle of economy and be suited for the intended purpose.

7. Liability

P and C are liable to each other for damages as required by law.

8. Insurance

C must, at C's expense, maintain and, if requested, provide evidence of liability insurance with coverage of EUR 2.5 million per claim for the term of the contract and guarantee and warranty periods. Liability insurance must include coverage for personal injury, property damage and financial loss. Lower coverage may be agreed with P.

Insurance coverage does not represent limitation of liability.

9. Claims Assignment, Offsetting, Rights of Retention

C may only assign claims with the prior permission of P. C may only offset against claims that are uncontested or have been legally established. Rights of retention of C are excluded.

10. Collateral

Title to any material produced by C as part of contract performance is transferred to P, at the latest, upon delivery by C of the material to the construction site or specified location. This is without prejudice to the transfer of risk.

11. Dates, Penalty

Delivery times and performance dates specified in the contract are binding.

Should circumstances occur or become foreseeable to C that prevent agreed dates from being met, C must inform P in text form without undue delay. The obligation to meet agreed dates remains. C may only raise the defense of missing documents or information to be provided by P if owed by P and not received in time despite written notice.

Should C provide goods/services late, C must pay P a penalty of 0.5% of the total order value for every week of failing to meet the deadline for up to 5%. This is without prejudice to further claims, especially to performance and damages. Paid penalties will be deducted from further damages.

P also has the right to impose a penalty if not reserved during receipt or acceptance of goods or services. Penalty claims may be asserted until the final payment.

12. Rights of Use, Third-Party Property Rights

C grants P a non-exclusive, irrevocable, perpetual and worldwide right to use and exploit any contracted goods and services. This right of use includes the right of P to, under the restrictions of the contract, fully or partially transfer rights of use to affiliates within the meaning of the German Stock Corporation Act. C is not entitled to separate payment for this. The granting of rights of use is settled by the payment under the contract.

Furthermore, it is agreed that any documents and other work files, such as protocols, produced as part of contract performance must be provided in data formats usable by P. C further guarantees that provided goods and services are not restricted by third-party rights and that C has the authority to transfer the rights of use.

Should a third party assert claims against P for property rights violations from agreed use which is thereby impaired or prohibited, C must, at C's discretion, either modify or replace the goods or services to prevent the property rights violation while maintaining the agreed function and quality in a manner reasonable for P.

C must hold P harmless of any claims asserted against P by third parties for property rights violations. This obligation to hold P harmless extends to bearing any costs P incurs through the assertion of the third-party claims.

The above is without prejudice to further claims of P.

13. Confidentiality and Data Protection

C agrees to treat strictly confidentially and, even after the contract expires, not exploit or make available to third parties any non-public matters, circumstances and procedures—whether of a technical, commercial or other business nature and concerning the operations of enercity AG and its affiliates.

Data Protection Notice: enercity AG processes personal data in compliance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act [Bundesdatenschutzgesetz (BDSG)] and other data protection regulations. Further details may be found in the "Data Protection Information by enercity AG" which may be downloaded at www.enercity.de/ds-info in its valid form and is part of the contract.

Where contract performance involves processing personal data of employees or business partners of enercity AG, C agrees to comply with applicable data protection regulations. This especially includes only using data for the purposes for which they have been transferred to C. This also includes implementing technical and organizational measures taking into account the state of the art and committing employees to data protection. Should the nature of the contracted goods or services require a separate confidentiality and/or processing agreement, these agreements apply additionally and with priority.

Referencing enercity AG and its affiliates for publication purposes (press releases, references) requires the prior written permission of P.

14. Work Performance

Work must be organized independently by and performed using tools of C.

For all services, C must use employees with the necessary professional and personal qualifications. If requested by P, C must replace employees in case of good cause by P. Any costs incurred through employee replacement must be borne by C.

When performing work, C is responsible for the safety of C's staff. C must inform P of any potential risks and dangers from P's specifications for contract performance. This also applies if C assumes expertise by P.

15. Sustainability

C agrees to comply with enercity AG's valid "Declaration of Compliance With The German Supply Chain Act [Lieferkettensorgfaltspflichtengesetz (LkSG)]" and its requirements and take any necessary steps to ensure compliance with the obligations for C's company and supply chain.

The Declaration of Compliance may be found at <https://www.enercity.de/unternehmen/einkauf>

16. Place of Performance, Place of Jurisdiction and Choice of Law

The place of performance is the place of receipt specified in the contract.

The exclusive place of jurisdiction for any disputes under the contract is the competent court of the registered office of P. However, P may also sue at the place of jurisdiction of the registered office of C.

The law of the Federal Republic of Germany applies under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Should individual provisions of the contract be or become ineffective or unenforceable, this will not affect the effectiveness of the remaining provisions and clauses. The parties agree to replace the ineffective clause with an effective clause that most closely reflects the economic aims of the ineffective or missing provision.