

General Terms and Conditions of Purchase of TransnetBW GmbH

Section I - General Part

1. Scope

- 1.1 These General Terms and Conditions of Purchase apply to the entire business transactions entered into by TransnetBW GmbH ("TNG") and the Contractor, including if they are not stated in subsequent contracts. They apply accordingly to service contracts. Additional regulations for service contracts are stated in Section II. The final provisions are stated in Section III.
- 1.2 General terms and conditions of purchase to the contrary, or additional such conditions or those that vary from these General Terms and Conditions of Purchase of the Contractor shall not become an integral part of the contract, including if TNG does not expressly object to such conditions. If TNG accepts the delivery/performance without express objection, under no circumstances may a case be derived from this such that TNG had accepted contrary or additional conditions or those that vary from those of the Contractor.
- 1.3 This does not affect rights to which TNG is entitled in accordance with the statutory requirements or in accordance with other agreements that extend beyond these General Terms and Conditions of Purchase.

2. Contractual bases and entering into a contract

- 2.1 Only orders placed in text form are valid unless a more stringent form is specified in a contract or by law. Verbal or telephone orders shall only become valid once they are confirmed in writing.
- 2.2 Silence on the part of TNG regarding the Contractor's offers, requests or other statements shall only be deemed approved provided this has been agreed upon in writing.
- 2.3 The Contractor is to review the order and notify TNG in writing, in particular, regarding any errors or irregularities. Insofar as an offer contains evident errors, typographical or calculation errors, such an order shall not have binding force for TNG.
- 2.4 Variations in the Contractor's order confirmation compared to the order shall only be deemed agreed upon if they have been confirmed in writing by TNG. The same applies to subsequent contractual amendments.
- 2.5 The following consecutively as contractual bases
 - / individual agreements of the parties entered into in individual cases,
 - / the order including the enclosed Annexes,
 - / these General Terms and Conditions of Purchase plus Annexes.
- 2.6 In the event that individual points in one of the above provisions that are equal in terms of priority are contradictory, the respective version shall apply that assures TNG the further-reaching rights or the better version.
- 2.7 The Contractor is to comply with the statutory requirements with regard to honouring the tariff loyalty and minimum remuneration obligations in accordance with the Tariff Loyalty and Minimum Wage Act for Public Assignments in Baden-Wuerttemberg (LTMG) and the Minimum Wage Act (MiLoG). Furthermore, the Contractor undertakes to comply with the regulations of the Employee Secondment Act (AEntG). TNG reserves the right in the event of suspicion of violations to conduct random samples at the Contractor's or the subcontractors' premises and where applicable implement retentions or conventional penalties.
This does not affect the regulations on release (see Section I sub-section 11.2), withdrawal and termination (see Section I sub-section 13.2) in conjunction with violations of MiLoG and/or LTMG.

3. Executing orders/delivery

- 3.1 The Contractor shall provide all deliveries and render all services in line with the contractual bases and the acknowledged technological developments (in particular DIN EN, DIN VDE and IEC). The relevant legal provisions, requirements and guidelines of authorities, trade associations and specialist associations as well as the trade that is customary in business transactions are to be complied with in any case. In the event that sets of regulations are being revised or if there is any kind of uncertainty that could exert an influence on the Contractor's delivery and performance requirements, the Contractor undertakes to inform TNG of this in writing without delay. Irrespective of this obligation to furnish information, with regard to the Contractor's services the requirements that apply at the time of accepting the supplied products, in the case of plant services the acceptance and in the case of services the acceptance of the service, or the more stringent required upon in an individual case, are authoritative.
- 3.2 In the absence of agreements to the contrary, deliveries and services are free to the place of destination (e.g. warehouse, construction site, power plant or electric power substation). The Contractor shall carry all costs and the risk of the loading and unloading and regarding the transport, in particular packaging, transport insurance

and, where applicable, customs duties. Other clauses that are customary in the trade are to be interpreted in accordance with the respective, valid Incoterms.

- 3.3 A delivery note stating the scope of the delivery, product and material numbers, delivery quantity, manufacturing date as well as the order data, in particular the order number, order data and supplier number, is to be enclosed as a single copy with all deliveries.
- 3.4 The Contractor is to make available to TNG all documents required for the intended use of its deliveries and services such as drawings, plans, operating manuals, technical operating documentation and calculations etc., and on request including on data carriers. Ownership of these shall pass to TNG.
- 3.5 TNG shall only assume the ordered quantities or item amounts. Excessive or shortfall deliveries are only permitted following written agreements that are entered into beforehand.
- 3.6 The Contractor is to request provision on the part of TNG as per agreement (equipment, information and documents) by way of written call-ups made to TNG in good time. The call-up is to be made by way of a reasonable lead time for TNG that corresponds with the provision.

4. Delivery/performance time

- 4.1 Delivery and performance dates (date and time) are to be harmonised with TNG and are binding following harmonisation. TNG's contact persons stated in the order are to be informed of the shipping without delay and in writing by way of stating the order number.
- 4.2 Depending on the contract, receipt of the fault-free goods at the agreed place of destination, the rendering of the agreed service or the time of acceptance shall be deemed authoritative with regard to complying with the agreed delivery or performance dates. At these times, the risk of delivery or performance shall pass to TNG.
- 4.3 If it becomes clear for the Contractor that an agreed date cannot be met, the Contractor is to notify TNG of this without delay by way of stating the reasons and the likely duration of the delay in writing.

The failure by TNG to make available necessary documents/provisions shall only constitute a reason that is not the Contractor's responsibility if the Contractor had issued a written reminder about the documents and had not received them within a reasonable period. The Contractor undertakes to keep delays to a possible minimum by way of suitable measures.

- 4.4 The unconditional acceptance of a delayed delivery or performance does not mean any kind of waiving claims for damages or other claims to which TNG may be entitled. This applies up until payment in full of the amount payable by TNG for the affected delivery or service.
- 4.5 In the event of a delay in the delivery or performance or default, and following expiry of a reasonable period set by TNG without consideration given to culpability on the part of the Contractor, TNG shall be entitled to withdraw from the contract in full or in part.
- 4.6 In the event that a date is exceeded, TNG shall be entitled to request payment of a conventional penalty in the sum of 0.20 % of the order total (net) for each calendar day, however in total at most 5 % of the order amount (net) unless the Contractor is not responsible for the delay. A conventional penalty is payable for each violation of an obligation. The Contractor waives mounting a defence regarding the continuation of an offence. This does not affect further-reaching claims on the part of TNG.

TNG is not required to reserve the right upon acceptance to assert the conventional penalty. TNG may, moreover, assert it up until the final payment.

The Contractor is reserved the right to furnish proof that TNG did not sustain any damage or only sustained considerably less damage.

If the contractual dates are amended by way of common consent, the conventional penalty regulation shall also apply to these newly specified dates.

- 4.7 If the Contractor delivers earlier than agreed, TNG reserves the right to send the goods back at the Contractor's cost or to refuse to accept. If TNG waives returning goods or rejecting acceptance by way of common consent with the Contractor, the goods shall be stored at TNG's premises up until the agreed delivery date at the Contractor's cost and risk. Payment shall only be made on the agreed due date.
- 4.8 The Contractor is to take into consideration TNG's framework working hours (Monday to Friday from 6.00 a.m. to 7.00 p.m.).

5. Force majeure

- 5.1 Serious events, in particular such as force majeure, industrial action, unrest, war or terrorist disputes, which have unforeseeable consequences with regard to rendering services shall release the parties from their performance obligations for the duration of the disruption and to the extent of the effects caused by the disruption. This is not associated with an automatic end of the contract. The parties undertake to mutually

notify each other of such a hindrance and to adjust their obligations in line with the changed circumstances in good faith.

- 5.2 If a party cites force majeure for a period in excess of three months with regard to its performance obligations, the other party shall have an extraordinary right of termination.

6. PRICES AND PAYMENT

- 6.1 Upon entering into the contract, the Contractor confirms to have been informed about all circumstances and factors that exert an influence on the pricing. The agreed prices are fixed prices and apply up until the contract has been executed in full. In the absence of express agreements to the contrary, the prices include all services that are the subject matter of contract, in particular for packaging, transport, customs duties and other public charges.
- 6.2 Hourly work shall be remunerated, provided TNG has requested such work, only in accordance with confirmed time sheets at the settlement rates acknowledged by TNG.
- 6.3 Invoices are to be submitted as single copies stating the order number and reference to the order item and stating details of TNG's contact person. Turnover tax is to be stated separately. The invoices must be sent to the invoice address stated in the order, contain specific details and facilitate a review based on the prices stated in the contract. In addition, the invoices must satisfy the respective, valid tax law requirements, in particular those set out in the German Turnover Tax Act. Any invoices not submitted properly shall be only be deemed received by TNG from the date on which they are corrected.
- 6.4 In the absence of details to the contrary in the order, payments shall be made within 14 days at a 3 % trade discount or within 30 days without any deductions (net). The payment period commences on the day of receipt of invoice but not, however, prior to receipt of the fault-free goods, acceptance of the performance and, in the event of provision of documentation as per agreement upon the handover of such documentation.
- 6.5 In the event of default in payment, the Contractor may, following the issue of a written reminder, request interest on payments in arrears in the sum of 6 percentage points above the respective base lending rate each year.
- 6.6 As a matter of principle, advance payments are to be agreed when entering into the contract. The discount amount agreed upon in this respect shall be deducted in full in the case of payment of the final invoice.

7. Securities

- 7.1 In the case of advance payments with regard to executing the contract and regard to the rights in the case of defects, the Contractor shall be required, at TNG's request, to provide appropriate security in the form of an unconditional, unlimited, absolute guarantee of a bank accepted by TNG or a credit insurer. Objecting to the voidability and option of setting off regarding receivables that have not become res judicata or are disputed must be ruled out.
- 7.2 In the absence of agreements to the contrary, the amount of the guarantee
- / in the case of advance payments is the advance payment amount,
 - / in the case of executing the contract is 10 % of the net order amount,
 - / in the case of a guarantee is 5 % of the net order amount.
- 7.3 The bank guarantees shall be made out in euros and include the turnover tax, in the case of advance payments to be secured, provided the Reverse Charge procedure does not apply.

8. Rights in the case of defects

- 8.1 Defects prior to acceptance

TNG is free to determine the condition of individual services prior to acceptance. In the case of identifying proven defects as part of determining the condition, the Contractor undertakes to rectify the defects within a reasonable period and to furnish TNG of proof of rectification. For the sake of clarity, attention is drawn to the fact that acceptance is not associated with determining a condition.

- 8.2 Warranty

- 8.2.1 TNG is to notify the Contractor regarding identified defects without delay, at the latest however within two weeks following acceptance of the products or acceptance of the performance and with regard to hidden defects within two weeks once such defects are identified. In the case of deliveries that are made up of a variety of similar products, TNG is to inspect a reasonable quantity of the supplied products with regard to defects. Insofar as the products are rendered unmarketable as a result of the inspection, the quantity to be inspected shall be reduced appropriately. If individual random samples of a delivery are faulty, TNG may, at its own choice, request that the Contractor sort out the faulty items or assert warranty claims regarding the entire delivery. Insofar as product faults lead to an inspection of the products that extends beyond the customary standard that applies to the incoming goods control, the cost of such an inspection shall be borne by the Contractor.

To safeguard TNG's rights, the timely sending of notification of defects shall be deemed sufficient.

- 8.2.2 In the case of defects, TNG shall be entitled, irrespective of the statutory warranty claims, at its own discretion to request as subsequent performance the elimination of the defects or the delivery of fault-free products by the Contractor. The Contractor may reject the type of subsequent performance chosen by TNG if this is only possible by way of disproportionately high costs. The subsequent performance shall be provided by way of common consent with the Contractor with consideration given to TNG's operational requirements. The expenses required for the purpose of subsequent performance shall be borne by the Contractor. This also applies if the products have been transported to a location other than the delivery address stated by TNG following delivery in accordance with the intended use of the products. If the Contractor fails to honour its obligation to provide subsequent performance within a reasonable period set by TNG, TNG may, without an additional threat and without setting an additional period, perform the necessary measures at the Contractor's cost and risk, or arrange to have these performed by a third-party, unless the Contractor is not responsible for the lacking provision of the due performance. Setting the period may be waived if the Contractor seriously and ultimately refuses or if special circumstances apply, which under consideration of both parties interests justify the immediate assertion of the warranty claim. Special circumstances in this sense apply, in particular, in urgent cases in which subsequent performance by the Contractor are in all likelihood will not render the pending disadvantage for TNG inapplicable. In such a case, TNG shall be entitled to conduct the necessary measures at the Contractor's cost and risk without expiry in vain of a reasonable period provided TNG notifies the Contractor of this. This does not affect the regulation in accordance with Section I sub-section 4.5.
- 8.2.3 Accepting the deliveries or services as well as processing, paying for and re-ordering deliveries or services not yet identified as faulty and for which notification of defects has not yet been given do not constitute any authorisation of the delivery or service or any waiving of warranty claims on the part of TNG.
- 8.2.4 The warranty period for defects is two years. With regard to work on construction systems, earth and surface work as well as for energy lines of any kind it is five years. It commences upon the handover of the assignment item to TNG or its authorised representative or upon acceptance of the work. In the case of devices, machines and systems, the period commences upon the acceptance date stated in the written acceptance declaration. If deliveries or services are delayed for reasons that are not the Contractor's responsibility, the period shall commence at the latest six months following the provision of the delivery or acceptance. In the case of notification of defects by the TNG within the warranty period, the warranty claims shall fall under the statute of limitations at the earliest six months after notification of defects is given. Defects identified during the guarantee period shall also be subject to the guarantee if the defects are only rectified following expiry of the guarantee period, e.g. as part of a warranty audit.
- 8.2.5 With regard to delivery parts other than the faulty deliver parts that cannot be put into operation during the inspection of the defect and/or the rectification of defects, the ongoing warranty period shall be extended by the duration of the interruption of operations. With regard to subsequently improved or replacement parts, the warranty period shall commence afresh upon conclusion. If parts of the system are altered, or other parts are replaced, as part of the warranty, the Contractor undertakes to also alter or replace the corresponding reserve parts at its own cost.
- 8.2.6 Where TNG provides notification of a defect that gives reason to the justified suspicion, based on objective facts, that it is a series defect, i.e. a defect that applies in the same manner to comparable parts of the item/system that is the subject matter of contract (e.g. construction errors, faulty material selection or assembly), in particular if this has a detrimental effect on the operation or the possible use, the Contractor undertakes to rectify all defects/weak points in all comparable parts of the delivery and performance scope provided it does not furnish proof that the series defect is not caused by such parts.
- 8.2.7 If operations are interrupted during the warranty period, the warranty period shall be extended by the total duration of such interruptions provided they have been caused by faulty delivery or performance on the part of the Contractor.
- 8.2.8 This does not affect further-reaching guarantees on the part of the Contractor.
- 8.2.9 To honour its warranty obligation, the Contractor assigns to TNG its existing warranty claims against suppliers and subcontractors subject to a condition precedent in the event of insolvency of the Contractor TNG accepts the assignment.

9. Contractor's liability and insurance

- 9.1 The Contractor is liable as part of the statutory provisions for violations of obligations and for material, personal and pecuniary damage occasionally caused to TNG while performing the assignment.
- 9.2 The Contractor is to release TNG from claims for damages that third parties assert against TNG for damage that these have sustained during, or occasionally as part of, the execution of the contract by the Contractor.
- 9.3 To cover the liability risks in accordance with this contract, the Contractor is to take out and maintain third party liability insurance with minimum cover for personal and material damage of EUR 5 million in each case for each case of damage, and on request furnish TNG with proof of this. The insurance is to comprise the cases of processing damage. The Contractor assigns at this point in time to TNG, which

accepts the assignment, the claims resulting from the third party liability including ancillary rights. Insofar as assignment proves inadmissible in accordance with the insurance contract, the Contractor shall hereby instruct the insurance to effect potential payments to TNG only.

- 9.4 It is incumbent upon the Contractor to protect its property at the delivery/performance location up to the passing of risk by way of insurance policies against theft, fire and other damage. The same applies to potential transport operations.

The Contractor undertakes to appropriately insure material that is provided.

- 9.5 The above regulations also apply if the Contractor calls on the services of a vicarious agent.

10. Liability on the part of TNG

- 10.1 TNG shall be liable without restrictions for damage resulting from the loss of life, physical injury or detrimental effects on health. The same applies to intent and gross negligence. TNG shall only be liable for minor negligence provided key obligations are violated that arise from the nature of the contract and which are of particular importance with regard to achieving the contractual purpose. In the case of violating such obligations, default and impossibility, TNG's liability is restricted to such damage that must be typically expected to occur as part of the contract. This does not affect a compulsory, statutory liability for product errors.

- 10.2 Insofar as liability is excluded or restricted in accordance with these provisions, this shall also apply to the personal liability of white collar workers, employees, workers, representatives and vicarious agents of TNG.

11. Third party rights

- 11.1 The Contractor guarantees that all deliveries and services are free from third party rights and, in particular, patents, licenses or other third party rights shall not be violated by way of use of the delivery items.
- 11.2 The Contractor releases TNG from third party claims from potential rights infringements and shall carry all costs that TNG incurs in that respect. This comprises, in particular, the cost of an appropriate legal defence.

12. Surrender of documents and other items

- 12.1 If TNG surrenders to the Contractor documents, drafts, trials, samples, models, drawings, print layouts, tools, software and other items (hereinafter jointly "items"), TNG reserves all rights to these, in particular property rights and ownership.
- 12.2 The Contractor undertakes to use these items exclusively for the agreed delivery or service or in accordance with TNG's other requirements, and not to make them available to third parties without prior, written approval by TNG.
- 12.3 On request, these items are to be surrendered to TNG at any time without delay. A right of retention on the part of the Contractor does not apply.
- 12.4 Surrendered items shall be processed or converted by the Contractor on behalf of TNG. Insofar as the items are processed with other items that are not TNG's property, TNG shall acquire co-ownership of the new item in the proportion of the value of TNG's item to that of the other items at the time of processing.
- 12.5 The Contractor undertakes to treat the surrendered items with due care and store them. The Contractor is to insure the surrendered items at its own cost at replacement value with cover for fire and water damage and damage caused by theft.
- 12.6 The Contractor undertakes to perform the necessary servicing and inspection work as well as all maintenance and repair work regarding the surrendered items at its own cost and in good time. The Contractor is to notify TNG without delay in writing of occurring damage.
- 12.7 Products that the Contractor manufactures in full or in part in accordance with TNG's requirements, or by way of using the items surrendered by TNG, may only be used by the Contractor or offered, supplied or otherwise made available to third parties following prior, written approval by TNG. This also applies to products that TNG has justifiably not accepted.

13. Termination, withdrawal

- 13.1 TNG has an ordinary termination right that may be exercised at any time. The statutory provisions apply to the remuneration in the event of the ordinary termination.
- 13.2 This does not affect the right to exercise an extraordinary termination for good cause. TNG may terminate the contract with immediate effect, in particular, if
- / the Contractor wholly or partially fails to provide the due delivery or render the due service or defaults in contractual obligations in full or in part irrespective of a written warning (Section I sub-section 4.5);
 - / the Contractor culpably fails to honour an obligation in accordance with LTMG or MiLoG;

- / the Contractor repeats contractual violations for which written complaints have been issued or continues these whereby a one-off written complaint is sufficient for the assumption of a repeat or continuation;
- / the Contractor has violated its obligations in accordance with Section I sub-section 17. (secrecy/data protection/data security);
- / the Contractor has violated the competition clause in accordance with Section I sub-section 15.

In the place of the extraordinary termination, TNG may also withdraw from the contract in full or in part.

- 13.3 Insofar as TNG terminates the contract by way of an extraordinary termination for reasons that are the Contractor's responsibility, the Contractor shall be entitled to pro rata remuneration for fault-free and completed deliveries and services performed and rendered up until that date provided TNG can utilise these. The termination does not affect TNG's statutory rights and claims.

The Contractor is to compensate TNG for all damage it sustains as a result of the extraordinary termination, including potential consequential damage.

- 13.4 Any termination as well as declaration of withdrawal shall be subject to the written form in order to be deemed valid.

14. Compliance

- 14.1 The Contractor undertakes in its environment to work towards honouring human rights and safeguarding adequate working conditions, in particular by way of limiting working hours, complying with minimum wages and health protection, and refraining from and preventing measures that conflict with these goals.
- 14.2 The Contractor is obliged to observe the TNG code of conduct (www.transnetbw.de).

15. Clause restricting competition

- 15.1 In the case of making offers that are based on agreements that place restraints on competition within the meaning of Section 298 StGB (German Criminal Code) or in the case of involvement in unlawful restraints on competition within the meaning of the German Unfair Competition Act (GWB), in particular an agreement entered into with third parties on making or not making offers, on the prices to be promoted, on the payment of non-performance compensation (profit participation or other agreements) and on specifying price recommendations, the Contractor is to pay to TNG (irrespective of proof of greater damage) 10 % of the net order amount. The Contractor is free to furnish proof of lesser damage.
- 15.2 The same applies in the event that in conjunction with the planning, issue and processing of an assignment, proven unlawful advantages (Sections 299, 333 and 334 StGB) had been granted to employees or authorised representatives of TNG.
- 15.3 In the above-mentioned cases, TNG shall be entitled to terminate the contract without notice or withdraw from the contract.
- 15.4 The obligation to pay a flat-rate shall also apply if the contract shall be, or already has been, terminated.
- 15.5 This does not affect further-reaching claims on the part of the TNG. The Contractor undertakes to grant TNG and its consultants permission to view the files and documents that are authoritative with regard to the violation of competition against TNG.

16. Environment protection

- 16.1 The Contractor undertakes to support TNG's sustainability policy, which can be found at www.transnetbw.de and shall be forwarded to the Contractor on request, including by TNG.
- 16.2 The requirements set out in the environmental legislation and the following regulations are to be complied with. This applies, in particular, to the waterway and soil protection, hazardous goods transportation, emissions such as noise and dust, storage or hazardous and water-polluting substances and handling arising waste, handling and consuming resources, in this respect in particular the consumption of energy by way of fossil fuels. Furnishing proof of conducting, where applicable, necessary reviews of its equipment and operating resources used to perform deliveries and render services is reserved.
- 16.3 The Contracting party undertakes, in the case of its deliveries and services and in the case of supplies or ancillary performance of third parties as part of the economic and technical options of using environmentally-compatible products, procedures and packaging, and in the case of all activities for executing the contract, to comply with the valid environmental protection requirements.
- 16.4 The Contractor is to dispose of the waste arising in the case of performing the assignment in accordance with the waste law requirements at its own responsibility and its own cost. The Contractor is to inform TNG in advance within the meaning of product liability of corresponding obligations to take back regarding its products. As a supplier the Contractor is to choose low-waste packaging.
- 16.5 Possession and ownership of the packaging of the materials made available by TNG shall pass to the Contractor upon hand over to the Contractor, and are to be recycled,

or forwarded to recycling, by the Contractor. Multi-use transport packaging such as for drums, Euro wooden pallets, wire crate pallets, pallets made of sheet metal are excluded. These are to be made available for the return transport to the respective warehouse.

- 16.6 The Contractor undertakes to take back the supplies items in the event of disposal at TNG's request and dispose of these properly in accordance with the legal requirements valid at the time of the hand over. An agreement shall be entered into at the appropriate time regarding the arising costs according to the time required and costs and regarding remuneration based on the fair market value for reusable substances.
- 16.7 The Contractor undertakes to notify TNG in advance of the hazardous substances brought into TNG's enterprise. The hazardous substance may only be used following release by the hazardous substances officer and Occupational Safety. Use of hazardous substances is, where possible, to be kept to a minimum by way of using harmless substitute substances. In the case of use, corresponding labelling and packaging are to be guaranteed, and the Dangerous Chemicals Ordinance is to be complied with.

17. Secrecy/data protection/data security

- 17.1 "Confidential information" describes all documents and other papers as well as the information contained therein that TNG makes available to the Contractor as part of the project, irrespective of the kind of information (texts, drawings, diagrams and photographs etc.) and irrespective of the type of storage medium (written documents, print-outs, CD ROMs, e-mail files or verbal notices etc.). All analyses drawn up on the basis of information by the Contractor or its subcontractors or consultants etc. as part of the project, or other documents, are also deemed confidential information and are to be treated as such.

- 17.2 Confidential information does not include such information that

- a) is in the public domain;
- b) is placed in the public domain without culpability on the part of the Contractor or its employees;
- c) is proven to have been available to the Contractor or its consultants prior to disclosure.

Use of the confidential information is only permitted as part, and for the purpose of, the project.

- 17.3 The Contractor undertakes with regard to any confidential information to maintain the most stringent confidentiality and not to make such information available to third parties. The Contractor is entitled to disclose confidential information to its employees and subcontractors insofar as this is directly required to perform and render the deliveries and services as per agreement. The Contractor is to ensure by way of a suitable contractual agreements entered into with its employees and subcontractors that these also safeguard the confidentiality requirements and refrain from any own utilisation or forwarding etc. of the confidential information. Following written approval by TNG, the confidential information may also be made available to such external consultants who are subject to an occupational obligation to maintain secrecy or who assume a comparable obligation to maintain secrecy prior to obtaining the respective information.
- 17.4 The obligation to maintain confidentiality does not apply in dealings with courts or authorities insofar as these request information and details from the Contractor as part of their responsibility by way of a compulsory ruling. In the event of such a request for information, the Contractor shall inform TNG without delay.
- 17.5 TNG does not in any way guarantee that the information that is made available is complete or accurate, and in no way is TNG liable in that respect. Furthermore, this confidentiality regulation does not contain any obligation to disclose certain information.
- 17.6 Furthermore, the Contractor is to treat in confidence the entering into of the contract. The Contractor is only permitted to refer to the business relationship with TNG in advertising materials following written permission by TNG. This also applies to TNG's projects that are under construction or those that have been completed. Reporters, representatives of the press and other interested parties are to be referred to TNG's press department. In addition, the Contractor is to guarantee secrecy regarding economically sensitive and economically relevant information in accordance with Section 6a EnWG (German Electricity and Gas Supply Act).
- 17.7 Within one month following a written request by TNG, the Contractor shall, at TNG's request, surrender or destroy all confidential information made available to the Contractor as hard copies or in digital form, including all copies made thereof, provided this does not conflict with any statutory obligation or a disproportionately high cost (e.g. in the event of deleting back-up copies created electronically). The Contractor shall notify TNG of the destruction.
- 17.8 The confidentiality shall apply from the first exchange of information for the period of the business relationship or a project between TNG and the Contractor, and shall continue to apply for 3 years following the end of the business relationship or the project.
- 17.9 The Contractor undertakes to comply with the requirements of the German Federal Data Protection Act (BDSG), in particular the data secrecy in accordance with Section

5 BDSG, and to adopt suitable technical and organisational measures in accordance with Section 9 BDSG and the Annex to Section 9 BDSG.

- 17.10 Insofar as the Contractor is granted access to the Principal's electronic information or information systems, the Contractor undertakes to comply with the regulations set out in the Principal's "IT Security Policy for External Business Partners" leaflet (see Annex) and to place employees and third parties upon whose services the Contractor calls to execute the contract to comply with the regulations, and to monitor such compliance.

18. Prohibition of assignment

- 18.1 Assignments and other transferring of rights and obligations of the parties are only permitted following prior, written approval by the other party. This does not affect Section 354a HGB (German Commercial Code). The Contractor grants its consent at this point in time to the assignment of the TNG's rights and obligations resulting from this contract, providing the assignment is made to a company associated with TNG within the meaning of Sections 15 et seq. AktG (German Company Law).

Section II - additional regulations regarding service contracts

The following regulations supplement the regulations from Section I in relation to service contracts. In the place of the handover of the supplied products, in the case of work services the acceptance and in the case of services the acceptance of the service shall apply.

1. Subcontractors and outside personnel

- 1.1 The Contractor is to render the services via its own enterprise. The Contractor may only assign such services to subcontractors or persons who have not entered into an employment relationship with the Contractor (e.g. freelance workers) following written approval by TNG.
- 1.2 The Contractor is to inform TNG in writing prior to commissioning a subcontractor of the type and scope of service and the name and address of the proposed subcontractor.
- 1.3 If the Contractor deploys subcontractors without written approval by TNG or if the deployed subcontractors are not competent, efficient or reliable, TNG may set the Contractor a reasonable period in which remedial action is to be taken. Following expiry in vain of the period, TNG may terminate the assignment with the Contractor in full or in part or withdraw from the contract.
- 1.4 In the event that the Contractor assigns part of the service is to render to subcontractors or vicarious agents, the conduct of the subcontractor/vicarious agent shall be attributed as if it were the Contractor's own conduct (Section 278 BGB (German Civil Code)).

2. Performance changes and subsequent offers

- 2.1 Performance changes are defined as changed services; additional services; changes to the performance circumstances, the delivery time, the performance periods and the cessation of parts of the delivery and performance scope.
- 2.2 The provisions of the principal assignment/the order apply to performance changes.
- 2.3 At TNG's request, the Contractor is to implement performance changes. This does not affect the right to a potential adjustment of the remuneration/performance time in accordance with the contractual regulations.
- 2.4 The Contractor is to notify TNG in writing without delay once knowledge is gained (or should have been gained) of a performance change irrespective of whether or not TNG had ordered such a change (in accordance with the "Notification of performance changes and additional services" form). Notification of performance changes shall be numbered at TNG.
- 2.5 The Contractor is to submit the subsequent offer to TNG regarding the respective performance change within 21 calendar days following notification of the performance change. The subsequent offer shall similarly be numbered and allocate to the previous change notification(s). In this respect the Contractor is to provide in-depth and coherent details of the technical, time and financial effects. All performance items are to be stated individually and coherently including quantity details and prices. The Contractor also undertakes to provide notification of shortfall costs as a result of performance changes.
- 2.6 In the case of determining the price of performance changes, the Contractor is to comply with the price level of the principal assignment. In the event that price determination bases are not available from the principal assignment for the performance changes, the Contractor is to comply with the customary remuneration in accordance with the statutory requirements.
- 2.7 Performance changes may only be implemented if they have been ordered in writing by TNG, and may only be issued by TNG persons who are entitled to order performance changes in accordance with the regulations set out in the order and/or the contract.
- 2.8 The claim preconditions for the remuneration of performance changes are as follows:
- / a variation between the performance target and performance actual situation

- / the cause is within the Principal's risk area
- / TNG was notified prior to the performance
- / the performance was allocated to TNG
- / a verifiable subsequent offer has been made

The Contractor is to furnish proof that these preconditions are met.

2.9 The Principal may also agree, contrary to the commissioning of an addendum offer, the implementation of performance changes via work on an hourly basis (Time and Material) in accordance with settlement rates agreed upon in a contract. Such services may only be performed following a written order issued by TNG (see Section II subsection 2.7). Rendered services shall not be remunerated without such an order. The time sheets shall be confirmed daily by TNG's representative on-site. Acknowledgement "in terms of merit or amount" shall apply exclusively by the Contractor's authorised representative (normally TNG's contact person stated in the order). Subsequently submitted time sheets that are not signed shall not be acknowledged.

2.10 If performance changes lead to additional or shortfall remuneration, the agreed total price of the delivery and performance scope is to be corrected accordingly. In this respect, the agreements resulting from the principal contract/ order apply.

2.11 In the event of differences of opinion between the parties regarding the matter of whether or not the performance requested by TNG is already contained in the contractual performance and whether or not a performance change applies, or in the event of differences of opinion regarding the amount of remuneration payable in that respect and if the Principal therefore refuses to commission such performance in writing in terms of merit or amount, the Contractor nevertheless undertakes to provide the performance provided TNG expressly orders this in writing. This does not affect the Contractor's right to potential, subsequently newly specified remuneration and/or construction time extension.

3. Executing orders/delivery

3.1 TNG reserves the right to monitor and review the status of the performance of the work as per assignment as well as the materials that are to be used. The Contractor is to make available to TNG's authorised representative all the requested information. The reviews conducted by TNG do not release the Contractor from its responsibility, liability and guarantee.

3.2 The Contractor shall render its services at its own responsibility and by way of its own right to issue instructions to the persons entrusted with rendering the services. Services that are to be rendered at operating facilities in accordance with BImSchG and/or plots of land and/or leased areas of TNG may not obstruct its operations and those of third parties more than can be avoided. The employment law instructions issued by TNG's authorised representatives are to be followed. In other respects, rights with regard to issuing instructions may only be assigned to TNG following an express, written agreement. The Contractor is to ensure that an authorised person can be reached at all times with regard to receiving instructions and issuing statements.

3.3 In the case of employing foreign employees, the Contractor is to ensure that these have an appropriate command of the German language or that an interpreter is available on-site. If the Contractor fails to honour this obligation irrespective of a request, TNG shall be entitled to commission an interpreter at the Contractor's cost. Instructions to the foreign employees regarding relevant employment protection requirements and the particular local circumstances are to be issued by the Contractor in the employees' mother tongue. At least one supervising person (AvO) with a fluent command of German (spoken and written) must be constantly on-site of each subcontractor performing work.

3.4 Insofar as use applies at an area that is sensitive in terms of TNG's security, the Contractor is to ensure that only employees are used who have been reviewed in terms of security by way of a procedure that corresponds to the Security Review Act (Section 9 SÜG) of the German federal government. This regulation also applies to the Contractor's subcontractors.

3.5 TNG's property, provided material or equipment as well as advance performance regarding other works are to be treated with due care. These are to be protected against damage and soiling. The individual workplaces are to be cleared up and cleaned before the Contractor leaves, and arising waste is to be properly disposed of in accordance with statutory requirements.

3.6 The Contractor undertakes to draw up daily workday reports and to present these to the representative determined by TNG, at the latest at the end of the working week for TNG's notice.

3.7 TNG is entitled to request that the Contractor replace management personnel and workers if these give reason for complaints as a result of improper work, conduct that prevents the construction progress or inappropriate conduct if no changes occur following two requests or notification of defects. Additional costs caused by such replacement of workers shall be borne by the Contractor.

3.8 In the case of construction measures, the Contractor is to present as early as the time of entering into the contract a valid certificate of exemption issued by the relevant tax office in accordance with Section 48b EStG (German Income Tax Act), and notify TNG without delay provided the certificate of exemption presented by the Contractor is taken back or withdrawn. Without presentation of a valid certificate of exemption,

TNG shall retain from the Contractor's due remuneration claims 15 % of the respective gross amount, and pay this to the relevant tax office with a discharging effect in relation to the Contractor.

3.9 Travelling expenses shall be not be remunerated separately, but rather are deemed settled by way of the agreed settlement rates.

4. Acceptance

4.1 The Contractor is to provide notification without delay of completion of its delivery and service, and file a written application for the formal acceptance at TNG's premises. A notional acceptance is ruled out.

4.2 The Principal may, in particular, reject the acceptance if the delivery and service contain defects that rule out the contractual use or it becomes impossible for a subcontractor to render its service as per agreement based on the Contractor's service. Significant defects are also understood to mean a larger number of minor defects that call into question the complete assumption of the delivery and service, their unrestricted use or the further expansion.

4.3 At the latest upon the acceptance the Contractor is to hand over all documents required to honour its delivery and service, in particular settlement drawings including the documentation, in particular all as-built drawings, certifications; wiring diagrams; maintenance, cleaning and servicing instructions as well as operating instructions regarding the work performed by the Contractor.

5. Accident prevention, employment protection and making land or premises safe for persons or vehicles

5.1 In the case of performing its deliveries and rendering its services, the Contractor is to adopt the necessary measures to prevent occupational and environmental accidents and make land or premises (building sites) safe for persons or vehicles. The provisions of the German Employment Protection Act, the authoritative accident prevention regulations, the requirements regarding hazardous substances and, in other respects, the generally accepted safety and occupational medical regulations are, in particular, to be complied with. With regard to all work in or on the electrical systems, in addition to the relevant DIN and BG (now DGUV) requirements, regulation, information and principles, the "Instructions for Network Operations" (AfdN) are to be observed and complied with.

5.2 In the case of (near-)accidents, TNG's contact person according to the order is to be informed by telephone without delay. Within three workdays TNG's "Outside Company Accident Notification Form" including the appertaining Annexes is to be submitted without request to TNG's responsible project manager and the Area Security (arbeitsicherheit_TNG@transnetbw.de) without request.

The following accidents are to be reported to TNG:

- / Occupational accidents with a downtime of at least one calendar day (not counting the accident day itself)
- / All "electrical accidents"
- / All "near-accidents und unsafe situations"

Section III - final provisions

1. Amendments to and supplementary information regarding these General Terms and Conditions of Purchase shall be subject to the written form in order to be deemed valid. This also applies to the written form requirement itself.
2. In the event that individual provisions of these General Terms and Conditions of Purchase are or become wholly or partially invalid, or should these General Terms and Conditions of Purchase contain a loophole, this shall not affect the validity of the other provisions. In the place of the invalid provision, a legally valid regulation shall be deemed agreed upon that comes closest to the purpose intended by way of the invalid provision. In the event of a loophole, a provision shall be deemed agreed upon that corresponds to what would have been agreed upon in accordance with the purpose of these General Terms and Conditions of Purchase provided the contracting parties had considered the matter from the outset.
3. The shipping address or the place of use stated by TNG shall be deemed the place of performance for all deliveries and services.
4. The Contractor may neither wholly nor partially discontinue honouring the contractual obligations during the period in which it is in dispute with TNG.
5. German is the contract language.
6. The law of the Federal Republic of Germany applies exclusively by way of exclusion of the United Nations Convention on the International Sale of Goods (CISG).
7. TNG's registered office is deemed the place of jurisdiction for all disputes resulting from the business relationship between TNG and the Contractor. TNG is also entitled to bring legal action at the court with jurisdiction for the Contractor's registered office and at any other permitted place of jurisdiction.

Stuttgart, February 2018

TransnetBW GmbH