

The English translation of these *Allgemeine Einkaufsbedingungen-Anlagen, AEB-Plants* shall not be legally binding and shall be for convenience only. To the extent there is any contradiction between the English translation of these AEB-Plants and the German version, the German version shall prevail.

## **General Terms and Conditions of Purchase of ONTRAS Gastransport GmbH for Deliveries and/or Services with Regard to Plant, Machinery and Electrical Equipment (*Allgemeine Einkaufsbedingungen-Anlagen, AEB-Plants*)**

(Valid as of: 15 August 2022)

### **1. General / Scope of Application**

1.1 The following AEB-Plants of ONTRAS Gastransport GmbH (hereinafter referred to as "ONTRAS") shall apply for all of ONTRAS' orders related to deliveries and/or services regarding plants, machinery and electrical equipment or parts thereof (hereinafter referred to individually or collectively as the "Plants"). The AEB-Plants apply only if the contractor is an entrepreneur (§ 14 German Civil Code (*Bürgerliches Gesetzbuch, BGB*)).

1.2 The AEB-Plants shall be recognized by the contractor and shall become an essential part of the contract upon placement of the order.

1.3 These AEB-Plants shall apply exclusively. Deviating, contrary or supplementary general terms and conditions of the contractor shall only become part of a contract if and to the extent as ONTRAS has expressly consented to their application in written or text form. This requirement of consent applies in any event, also if ONTRAS accepts its deliveries and/or services without reservation, with knowledge of the general terms and conditions of the contractor.

1.4 Individual agreements reached with the contractor in individual cases (including ancillary agreements, supplements and amendments) shall in all cases have precedence over these AEB-Plants. Such agreements shall be documented in written or text form (advanced electronic signature) to provide evidence.

1.5 Legally relevant declarations and notifications are to be submitted to ONTRAS by the contractor after conclusion of the contract (e.g. setting of deadlines, warning notices, declaration of revocation). Such declarations and notifications shall be submitted in written or text form (e.g. e-mail) to be legally valid.

1.6 References to the validity of statutory regulations shall only have clarifying significance. Therefore, the statutory regulations shall also apply without such a clarification insofar as they are not directly changed or explicitly excluded in these AEB-Plants.

### **2. Contract / Purchase Order**

2.1 In general, orders from ONTRAS are preceded by inquiries to the contractor. Offers by the contractor are the basis of negotiations that ONTRAS conducts with the contractor verbally, by telephone or via other means of communication.

2.2 The result of the negotiation or the essential content of the deliveries or services requested by ONTRAS with reference to these AEB is documented in an order from ONTRAS in written or text form, which is sent to the contractor by post or other means (e.g. fax, e-mail). This order represents the offer in the legal sense and shall be checked by the contractor immediately upon receipt. In the event of discrepancies or errors, the contractor shall give notice to ONTRAS immediately in written or text form. The contractor shall return a legally binding order confirmation to ONTRAS without changes or additions by post, fax or e-mail ([auftragsbestaetigung@ontras.com](mailto:auftragsbestaetigung@ontras.com)) at the latest within 14 calendar days. This might be a confirmed copy of the order. The order confirmation represents the acceptance of the offer and is legally binding. Exchange of such documents concludes the contract between ONTRAS and the contractor.

Where applicable, a contract or purchase order between ONTRAS and the contractor may also be concluded via an e-procurement platform provided by ONTRAS.

2.3 Amendments or supplements deviating from the content of the order shall become effective if they are confirmed by ONTRAS in written or text form (advanced electronic signature).

2.4 Where applicable, confidentiality agreements, data processing agreements and IT security agreements shall be concluded separately and, if necessary, included in the contract.

2.5 Subcontractors shall only be used if ONTRAS has declared prior consent in written or text form. In this case, subcontractors are vicarious agents of the contractor. The contractor shall ensure that subcontractors comply with the provisions of the AEB to the same extent as the contractor himself. ONTRAS is entitled to check the performance of the subcontractor without any restrictions.

### **3. Processing of requests for quotations**

3.1 Immediately after receipt of the inquiry documents from ONTRAS, the contractor shall ensure that they are complete. If the contractor is of the opinion that there are ambiguities, doubts, uncertainties or contradictions in the documents, ONTRAS shall be informed immediately.

3.2 The inquiry documents of ONTRAS may only be used to prepare an offer and to fulfill the order. Disclosure or transfer to third parties is not permitted. Any use for other purposes shall be prohibited. If the contractor does not submit an offer, it shall destroy the inquiry documents.

3.3 The request by ONTRAS shall be processed in such a way that it includes the complete, specification-compliant creation of the requested deliveries and / or services without the need to award additional or subsequent deliveries and / or services by ONTRAS.

3.4 Each item in the request shall be filled in entirely. Remarks such as, e.g. "included in item xy" shall be avoided. Items for which no bid is offered shall be marked in the price column with the remark "no bid". These items as well as deliveries and/or services incapable of being performed shall be listed in summary again separately.

3.5 Detailed information on manufacture and/or types as required shall be given in the specification. If such information is absent, ONTRAS shall be entitled to stipulate the manufacture and/or types. The instructions governing the use of the manufacture, types and series contained in the stipulations shall be strictly complied with. With successor types of the afore-mentioned parts, the contractor shall coordinate such deviation with ONTRAS.

3.6 In case of any supplements, the contractor shall offer the inquired specifications in a separate bid stating the intended materials and their quality.

3.7 All offer prices shall be stated as net remuneration, specified according to delivery and service shares. The applicable sales tax shall be shown separately according to the percentage and amount in addition to the offer price.

3.8 In addition to the individual prices contained in the offer, a total price shall be specified for each item and for the total scope.

3.9 All prices shall be given as fixed prices, taking into account the creation period specified in the request and the estimated development of costs.

3.10 ONTRAS reserves the right to omit individual items from the list of services without the contractor being entitled to a compensation.

3.11 Required inspections by experts shall to be arranged by the contractor and the corresponding costs shall be borne by it.

3.12 References and proof of the supply (delivery) of similar plants to other customers shall be enclosed with the bid. ONTRAS reserves the right to make relevant inquiries with such customers.

3.13 No compensation shall be paid by ONTRAS for the drafting and submission of the bid.

3.14 The contractor shall be bound to its bid for a period of at least two months. The contractor shall be entitled to extend this binding period.

### **4. Compliance**

4.1 For the contractor it is of the essence not to tolerate, support or encourage any child or forced labour. In the business relationship with ONTRAS, the contractor shall strictly comply with all statutory provisions and ensure that subcontractors employed by the contractor conduct the same. This shall apply in particular – without limitation - to the legal regulations on occupational safety and health and environmental protection, to the legal regulations to combat corruption, money laundering and unfair business activities as well as to ensure free competition. The contractor guarantees to

obtain and maintain all approvals and certificates legally required for the fulfillment of the contract by his company. The contractor abstains to grant direct and indirect benefits, e.g. Refrain from giving gifts, payments, rewards or other advantages, to ONTRAS or their legal representatives and vicarious agents or related persons that contravene laws regarding compliance and corruption.

4.2 If the contractor has demonstrably made an agreement on the occasion of a tender procedure or the conclusion of a contract that represents an inadmissible restraint of competition, the contractor shall pay to ONTRAS 5% of the net price as lump-sum compensation, unless a different amount of damage can be proven. This shall apply accordingly if the contract is terminated or has already been fulfilled. Other contractual or legal claims of ONTRAS remain unaffected.

4.3 Inadmissible restraints of competition are in particular anti-competitive negotiations and agreements with other applicants / bidders about the tender or non-disclosure of offers, the prices to be demanded, profit markups, other price components, delivery / service and other conditions, insofar as they directly influence the price, as well as recommendations, unless they are permitted under the Act against Restraints of Competition (Competition Act [Gesetz gegen Wettbewerbsbeschränkungen, GWB]). Such actions by the contractor himself are equivalent to actions by persons and legal entities subcontracted by him or working for him.

## 5. Minimum wage

5.1 With regard to the business relationship with ONTRAS, the contractor shall guarantee compliance with the Employee Posting Act (*Arbeitnehmerentsendegesetz*, AEntG) as well as constant and timely payment of the applicable minimum wage (Section 1 of the Act regulating a general minimum wage - Minimum Wage Act [*Mindestlohngesetz*, MiLoG]) to its employees and, upon request by ONTRAS, shall provide immediate proof of the payment by submitting suitable current documents. The contractor shall contractually obligate its subcontractors (No. 2.53 AEB-Plants shall be observed) to the same extent regarding compliance with the above obligations. The contractor shall regularly check whether its subcontractors comply with the MiLoG.

5.2 In the event of a breach by the contractor of the MiLoG or the AEntG, the contractor shall indemnify ONTRAS upon request from and against all claims resulting from the guarantor's liability according to § 13 MiLoG or § 14 AEntG. This shall apply accordingly if the guarantor's liability arises from the involvement of subcontractors engaged by the contractor. In case of a due claim against ONTRAS for non-payment of the minimum wage by the Contractor to its employees, or by the Subcontractor to its employees, ONTRAS shall be entitled to exercise a right of retention against further claims of the Contractor. The amount retained by ONTRAS shall correspond to the amount duly claimed for non-payment of the minimum wage by the employees of the contractor or Subcontractor.

5.3 If the contractor violates the obligation to pay a general minimum wage from §§ 1 ff. MiLoG, the AEntG and / or the obligations according to No. 4.1 AEB and No. 4.2 AEB, ONTRAS shall be entitled to terminate the contract with immediate effect. The contractor is bound to compensate ONTRAS for the damage caused by the termination.

## 6. Occupational health and safety

6.1 In the case of deliveries and services at ONTRAS locations or on construction sites, the contractor shall observe the "Security requirements for contractors - Sicherheitsanforderungen für Auftragnehmer" ([www.ontras.com](http://www.ontras.com); hereinafter referred to as "Document"). The contractor shall ensure that its subcontractors are obliged to comply accordingly.

6.2 The contractor shall confirm knowledge of the document by signing and returning the declaration (page 17 of the document) to ONTRAS, whereby the text form and transmission by e-mail to [auftragsbestaetigung@ontras.com](mailto:auftragsbestaetigung@ontras.com) is sufficient.

## 7. Delivery Date and Default

7.1. All deliveries within Germany shall be made with "free delivery".

7.2 The contractor shall provide the packaging. Such packaging shall remain the contractor's property and it shall accept return of such packaging within the time of performance at its own expense. ONTRAS shall not have an obligation to keep safe or store such packing material.

7.3 The date for delivery of goods or services stated in the order shall be binding. If not agreed upon otherwise, the date of delivery shall be three weeks as from conclusion of the contract. The contractor shall be obligated to notify ONTRAS immediately in written or text form without undue delay in writing if it is unlikely or anticipated that the agreed date of delivery or service timeservices – cannot be met for whatever reasons. The rights of ONTRAS due to default remain unaffected.

7.4 In the event that the contractor is entitled to specify delivery and / or service dates, he shall draw up a schedule and a construction site facility plan based on the request and submit it to ONTRAS for approval within four weeks of placing the order. Any basic or final deadlines that have already been agreed with binding effect when placing the order remain unaffected.

If the contractor is not able and must be taken into account when drawing up the schedule and construction site equipment plan. After approval by ONTRAS, the schedule and construction site facility plan are part of the contract. Changes to provide the schedule or construction site facility plan are only possible by mutual agreement.

7.5 In case the contractor fails to perform its services and / or delivery or not within the agreed date for delivery or service time or if the contractor is in default, the rights of ONTRAS - in particular, with regard to revocation and damages -- shall be determined according to the statutory provisions. The regulations in No. 6.3 hereof remain unaffected.

7.6 If the contractor is in default, ONTRAS shall be entitled - in addition to further statutory claims – to demand a flat rate reimbursement for the damage caused to ONTRAS by the default in the amount of 0,2% of the net price per completed calendar week in default, however exceeding, in total, no more than 5% of the net price of the products or goods delivered late or the services performed late. ONTRAS reserves the right to provide proof that it has accrued higher damages. The contractor is entitled to prove that ONTRAS did not accrue any damage or only a significantly lesser amount of damage.

## 8. Design documents, documentation

8.1 The contractor's execution documents shall be submitted to ONTRAS for approval before the work begins. Changes to the relevant drawings, calculations, etc. as well as the creation of new copies shall be carried out by the contractor free of charge. The approved implementation documents shall be available to the contractor before the work begins. Work carried out according to non-approved execution documents shall be exclusively at the risk of the contractor.

8.2 The contractor shall prepare complete documentation in German and submit it to ONTRAS by the time of delivery or acceptance of the work at the latest in accordance with the ONTRAS specifications, which are specified when the contract upon conclusion of the contract. The complete documentation is essential for ONTRAS for reasons of plant security and to guarantee the network operation. If the documentation is not available, or incomplete or if it is defective, ONTRAS shall be entitled to withhold 10% of the agreed net price. Regardless of this, No. 7.6 of these AEB-Plants applies in the event of default.

## 9. General implementing provisions

9.1 The contractor provides the agreed deliveries and / or services in accordance with the specifications and requirements resulting from the contractual basis. When executing the contract, the contractor shall be in particular – but not limited to - obliged to comply with the statutory provisions, technical regulations (in particular DVGW, VDE, DIN), insofar as they are relevant for the subject matter of the contract, and the agreed ONTRAS standards, to which it is given separate access if required, shall be observed.

9.2. If necessary, the contractor will support ONTRAS in the implementation of procedures for obtaining permits under public law by providing appropriate information.

9.3 The instruction right for any personnel assigned by the contractor to perform services shall remain exclusively with the contractor, which applies for the term of the performance of the contract as well. During the term of the performance of the contract, the personnel shall be subject, to the applicable safety requirements of ONTRAS with regard to construction site safety and shall work in accordance with the instructions of the local plant management/construction management. ONTRAS shall have the domiciliary right and the instruction authority accompanying the domiciliary right vis-à-vis all persons employed by the contractor to render the services. ONTRAS may require that persons employed by the contractor who attract attention through defective handcraft work

or conduct disrupting work operations leave the construction site as quickly as possible. Compensation claims against ONTRAS cannot be derived therefrom. ONTRAS reserves the right to claim compensation from the contractor for this misconduct.

9.4 If the contractor has any objections regarding advance services by ONTRAS or deliveries and / or services from third parties commissioned by ONTRAS, or is it of the opinion that an instruction or a request for changes from ONTRAS entails deliveries and / or services that affect the agreed quality of the goods or the Work and / or the contractually stipulated and / or customary use or which go beyond its contractual obligations, or if the contractor sees itself hindered in the execution of its deliveries and / or services, it must inform ONTRAS of this immediately in written or text form. The contractor shall inform ONTRAS of the consequences of the change in terms of delivery and / or service deadlines, costs and the agreed quality. If the contractor fails to provide this notification, the contractor shall not be entitled to additional claims or to adjust delivery and / or service deadlines in relation with these circumstances.

9.5 The contractor shall nominate the local plant management/construction management who shall be authorized to receive instructions for the relevant order. The responsible project manager of the contractor shall remain on the construction site until the completion of all services. A change of this person shall require the prior approval of ONTRAS.

9.6 Prior to commencing work, the contractor shall clarify whether and where supply and discharge pipes are located on the construction site or if there are other systems on the site which must be protected. The contractor shall be liable for damage incurred as a result of failure to act accordingly.

9.7 Unless otherwise agreed between ONTRAS and the contractor, electricity, water and compressed air which the contractor needs to perform its work shall be provided by the contractor itself. In the event of an agreed provision of electricity, water or compressed air by ONTRAS where the afore-mentioned utilities fail, the contractor cannot claim any compensation from ONTRAS.

9.8 Already existing plants shall be taken into consideration for the performance of the work. As applicable, measures shall be taken to prevent with certainty damage to the existing plants. Existing coverings, railings and other protection safeguards which are temporarily removed during the performance of the work shall be returned properly to their original condition. During the term of the removal, the contractor shall ensure by suitable measures for an accident-proof protection of the respective workplace.

9.9 Any inconvenience and nuisance caused to third parties (other companies, abutting owners, employees of ONTRAS) as well as field damage shall be reduced to an absolutely necessary and unavoidable minimum.

9.10 ONTRAS will not provide staff and assembly tools for the receipt and assembly of the delivered products or goods itself. Therefore, the contractor shall prepare the construction site in good time in order to ensure availability of sufficient staff and assembly tools before the first consignment of goods arrives on the site. Should, The contractor shall unload, store and acknowledge receipt of the delivered products or goods and transport them to the site of use.

9.11 The contractor shall take effective measures on the construction site to protect them against damage due to weather, fire and theft, even outside working hours.

9.12 The construction site and the workplaces shall be cleaned properly every day. In particular, all waste, dirt and, prior to final completion of the work, all site installations shall be removed. Upon the ending of the work or vacating of the construction site for other reasons, the construction site shall be handed over to the local plant management/construction management in clean and proper condition. In the event of failure to do so, ONTRAS may have the cleaning work performed at the expense of the contractor by a third party.

9.13 For recording of services of the contractor with obligation to provide record proof, exclusively the forms "proof of performance for entrepreneur services" in the respectively applicable version shall be used. The forms will be handed over upon request prior to commencement of the work from the local plant management/construction management.

9.14 The contractor shall be responsible for proper filing of proof of performance and shall submit these documentation to the local

plant management/construction management with transfer of an original for confirmation.

9.15 Any overtime, holiday, night work, Sunday work, etc. shall only be compensated if such is agreed with the local plant management/construction management and confirmed in written or text form. The local plant management/construction management shall cause, as applicable, daily control of the work hours performed.

9.16 The aforementioned instruction of the personnel employed by the contractor for performance of the services shall take place prior to commencement of the work on the construction site.

9.17 The contractor shall indemnify ONTRAS against damage obligations and shall reimburse the costs for damage incurred by ONTRAS resulting from rejection of the services for reasons of defective compliance with the safety regulations performed by the contractor under the contract.

## 10. Hourly Rate Work

10.1 The contractor may only perform hourly rate work on the basis of an explicitly written contract of ONTRAS.

10.2 Certification of ONTRAS on the proof of performance, shall not be deemed any recognition of a payment obligation for the performed services.

10.3 Incidentals, materials, building supplies and operating materials shall be notified to ONTRAS on the proof of performance and invoiced only at the agreed prices insofar as these are not provided by ONTRAS at no cost.

## 11. Tests and Inspections

11.1 ONTRAS shall be entitled to inspect all materials during manufacturing and to conduct or have inspections conducted by its authorised representative any necessary tests and inspections on the deliveries and/or services of the contractor and its sub-contractor and suppliers.

11.2 Planned tests by the contractor or inspections instigated by the contractor shall be notified to ONTRAS in a timely manner in advance. ONTRAS reserves the right to attend such tests.

11.3 Warranty obligations of the contractor remain unaffected by tests, examinations or attendance at inspections by ONTRAS specified in No. 11.1 and 11.2.

## 12. Invoicing, Terms of Payment

12.1 The contractor's invoices shall state the order number and the corresponding order item. The invoice shall be delivered either as a PDF document to rechnungseingang@ontras.com (invoice and other attachments, such as performance records, please as separate files) or by post to

ONTRAS Gastransport GmbH  
Bilanzierung und Rechnungswesen  
Maximilianallee 4  
04129 Leipzig.

12.2 Invoices shall comply with the statutory requirements. All invoices shall be issued with net amounts in addition to which the respectively applicable VAT rate, the VAT amount as well as the gross amount shall be shown separately. Invoices shall contain the following details: name of the recipient, IBAN (International Bank Account Number), BIC (Bank Identifier Code), currency in the abbreviated form, amount.

12.3 The invoices shall be accompanied by the confirmed / recognized performance records or the measurements. Invoices may not be enclosed with the goods.

12.4 Payment claims are payable and due within 30 calendar days after complete delivery and/or service (including an agreed acceptance, if applicable) as well as receipt of a proper invoice. If ONTRAS makes payment within 14 calendar days, the contractor shall grant ONTRAS a 2 % discount on the net amount of the invoice. With bank transfers, payment is timely made when ONTRAS' transfer order is received by the bank prior to expiration of the payment deadline; ONTRAS shall not be responsible for delays by banks participating in the payment process.

12.5 ONTRAS shall be entitled to offset and retention rights as well as the defense of non-fulfillment of contract in the scope permitted by law. In particular, ONTRAS is entitled to withhold payments due as long as ONTRAS is still entitled to claims from incomplete or defective deliveries and/or services against the contractor.

12.6 The contractor shall have a right of offset or retention only against counterclaims which are determined with final and legally

binding judgement or which are undisputed by ONTRAS. A right of retention on the part of the contractor is precluded insofar as such is not based on the same contractual relationship.

12.7 ONTRAS shall not owe any interest on arrears. Default interest shall be five percentage points above the base interest rate per annum. The statutory provisions shall apply for determination of commencement of default by ONTRAS, whereby in deviation herefrom, as applicable, in each case a written warning notice by the contractor is necessary.

### 13. Collateral

On request of ONTRAS, the contractor shall submit guarantees in accordance with the specifications of ONTRAS. Unless otherwise agreed, guarantees shall be submitted for an unlimited period, waiving the objections according to §§ 770, 771 and 772 BGB. The exclusion of defence for offset only applies if the counterclaim of the contractor is not disputed by ONTRAS or are determined with final and legally binding judgement. In the case of performance bond [Vertragserfüllungsbürgschaft], guarantees shall be submitted with the acceptance of the order in the amount of 10% of the net order value. The guarantee shall be returned after successful acceptance or approval of the final invoice. In the case of a guarantee bond [Gewährleistungsbürgschaft] / guarantee for warranty claims, this shall be submitted with the final invoice in the amount of 5% of the total net invoice value. If the guarantee bond [Gewährleistungsbürgschaft] is used in whole or in part during the warranty period, the contractor shall be obliged to replenish the amount used immediately by means of a corresponding guarantee. The guarantee shall be returned after the warranty period has expired, provided that the warranty claims made up to that point have been fulfilled and the limitation period for warranty claims is not suspended (e.g. §§ 203, 204 BGB).

### 14. Assignment of Claims

The contractor is not entitled to assign its claims against ONTRAS, in whole or in part, or to have such collected by third parties without the prior written approval of ONTRAS which shall not be refused to it without due cause. The aforementioned restrictions shall not apply to claims in the scope of § 354a German Commercial Code (*Handelsgesetzbuch, HGB*).

### 15. Reservation of Title

15.1 The processing, amalgamation or combining (further processing) of the items provided by ONTRAS shall be undertaken by the contractor on behalf of ONTRAS. This shall apply to processing of the products or goods delivered by ONTRAS so that ONTRAS shall be deemed to be the manufacturer and, at the latest upon further processing, acquires ownership of the product according to the statutory provisions.

15.2 The transfer of ownership title to the delivered products or goods to ONTRAS shall occur unconditionally and regardless of payment of the price. In case ONTRAS accepts the contractor's conditional offer for transfer of ownership title in individual cases upon payment of the purchase price, the reservation of title of the contractor shall cease at the latest upon payment of the purchase price for the delivered products or the delivered goods. In any case, all other forms of reservation of title are excluded, in particular but not limited to, expanded, forwarded, downstream, extended reservation of title and group company reservation of title.

### 16. Transfer of Risk and Default of Acceptance

7.1 Unless otherwise stated in this AEB-Plants, the risk of accidental loss and/or of deterioration shall transfer to ONTRAS upon receipt of the delivered products or goods at the place of performance. Insofar as acceptance is explicitly agreed in written or text form, the date of the declaration of acceptance shall be decisive.

16.2 The statutory provisions for determination of commencement of delay in acceptance shall apply. However, the contractor shall offer to ONTRAS its services also expressly if a certain or identifiable calendar time is agreed for an action or cooperation by ONTRAS (e.g. provision of materials). In case ONTRAS is in default of acceptance, the contractor may demand reimbursement of its additional expenses according to the statutory provisions (§ 304 BGB). If the contract concerns non-fungible goods produced by the contractor (individual production), the contractor shall only be entitled to further rights if ONTRAS has been legally obliged to cooperate and is responsible for the failure to provide cooperation.

### 17. Shipping Documents

Each delivery shall be accompanied by a copyable shipping documents. The date, purchase order number as well as the item numbers attributable to the articles shall be stated in the shipping documents.

### 18. Preliminary takeover

18.1 In the case of technical systems for which the integration into the ONTRAS system is carried out after the end of assembly and so-called cold commissioning for the purpose of performing functional tests and / or a trial run to prove their intended, reliable operation, the takeover by ONTRAS shall only be a preliminary takeover. With the preliminary takeover, ownership, control and actual property control for these technical systems shall be transferred to ONTRAS. If required by official regulations (e.g. BImSchG), ONTRAS also takes over responsibility as operator with the preliminary takeover.

18.2 The contractor remains entitled and obliged to fulfil its deliveries and / or services, in particular to instruct and support ONTRAS in operation and to inform them immediately of all special circumstances, in particular dangers or safety-relevant incidents.

18.3 Unless otherwise agreed, the contractor shall provide evidence of the guaranteed services and the agreed quality within 12 months after the preliminary takeover.

18.4 The preliminary takeover shall not constitute an acceptance by ONTRAS for the contractor's services, nor shall it reverse the burden of proof that the level of performance has been achieved. The preliminary takeover is expressly confirmed by ONTRAS (if necessary by means of a preliminary takeover protocol).

### 19. Acceptance

19.1 ONTRAS accepts the services of the contractor by means of a formal acceptance, if the assembly as well as any necessary commissioning and any necessary trial operation have been successfully completed, the services have been provided by the contractor in accordance with the contract without any significant defects and the complete documentation (no. 8.2) is available.

19.2 Any form of incidental or fictitious acceptance shall be excluded. The services of the contractor shall be accepted uniformly. The acceptance is neither replaced by an earlier use, commissioning or official examination nor by notification of the contractor about the completion.

19.3 The contractor shall request acceptance in written or text form. A term of at least two weeks between the request for acceptance and the date of acceptance shall be agreed.

19.4 ONTRAS shall be entitled to partial acceptance of individual services, but shall not be obliged to do so.

19.5 Upon acceptance, ONTRAS and the contractor will draw up a protocol after a joint inspection, which shall be signed by both parties. Insofar as ONTRAS reserves deficiencies, outstanding evidence or remaining services in this protocol, the contractor continues to bear the burden of proof for the proper performance of the service.

19.6 If changes (formally or in terms of content) to the documentation are required by ONTRAS at the time of acceptance, this shall not prevent acceptance of the services performed by the contractor, provided that the contractor has provided ONTRAS a preliminary documentation.

19.7 Insofar as the parties record technical condition determinations during the construction process, in particular for those services that are covered by subsequent services or withdrawn from a subsequent test, these shall not replace the formal acceptance and do not constitute a partial acceptance. The party claiming conditions deviating from the conditions recorded in the protocol bears the burden of proof.

19.8. § 650g Para. 1 to 3 BGB (condition assessment) shall not apply.

### 20. Warranty

20.1 Subject to the the following provisions, the statutory provisions shall govern the rights of ONTRAS regarding defects of quality and defects of title of the deliveries and/or services (including incorrect and short delivery as well as incorrect assembly, faulty installation, operation instructions or user manual) and with other violations of obligation by the contractor.

20.2 The contractor guarantees the complete absence of defects of quality and defects of title of the deliveries and/or services to be performed by it, in particular, a faultless structural design, the proper and unobjectionable selection of materials used and correct and regular professional execution according to the most recent state of the art as well as proper and expert rendering of its perfor-

mances. Furthermore, the contractor guarantees compliance with the agreed quality of the deliveries and/or services.

20.3 An agreement on the quality applies in all cases to those descriptions of the deliveries and/or services, which - in particular by designation or reference in the order - are the subject matter of the respective contract or are included in the contract in the same manner as these AEB-Plants. In this context, no difference exists whether the product description originates from ONTRAS, from the contractor or the manufacturer. Agreement on quality includes hereby, for example, the agreed characteristics with regard to availability and reliability of the products or goods to be delivered by the contractor.

20.4 In deviation from § 442, para. 1, p. 2 BGB, ONTRAS shall be entitled to claim for defects without limitation also in the case that the defect remains unknown to ONTRAS upon conclusion of the contract due to gross negligence.

20.5 The statutory provisions (§§ 377, 381 HGB), shall apply for the commercial obligation of inspection and notification of defects subject to the following condition: ONTRAS' obligation to inspect is limited to defects which come to light upon an incoming goods inspection with an external examination including the shipping documents as well as with quality controls in spot checks (e.g. transport damage, incorrect or incomplete delivery). Insofar as an acceptance is agreed, no obligation to inspect exists. Apart from that, it depends to what extent an examination taking into consideration the circumstances of the individual case is feasible in the normal course of business.

The obligation of ONTRAS to give notice of defects for later discovered defects remains unaffected. In all cases, the complaint (notice of defect) of ONTRAS shall be deemed without undue delay and timely if it is received by the contractor within five work days.

20.6 In cases of defects of the contractor's deliveries and/or services which occur up to 24 months after the start of the warranty period (day of the date of the acceptance protocol insofar as an acceptance is agreed), ONTRAS is entitled to request supplementary services by the contractor. The regulation of No. 10.4 AEB-Plants remains unaffected with regard to the start of the warranty period in the case of a Preliminary Acceptance. ONTRAS shall set a reasonable deadline for the contractor to render supplementary services. The contractor shall bear all of the necessary costs for the supplementary service itself.

20.7 Upon unsuccessful expiration of the deadline period stipulated for supplementary services, ONTRAS shall be entitled, at the expense of the contractor, to either remedy the defect itself or have the defect remedied by a third party. Should supplementary services be refused by the contractor without it being entitled to such refusal, the advance determination of a deadline for the above-mentioned self-remedy shall be dispensable. The same shall apply insofar as the advance determination of a deadline would be unreasonable for ONTRAS. This is the case, in particular, if undeniable operational requirements demand immediate remedy of the defects. Statutory provisions remain unaffected hereby. Parts replaced within the framework of the self-remedy shall be obtained by the contractor after examination by ONTRAS. In addition, the contractor shall receive a defects report.

20.8 The costs incurred by the contractor for the purposes of the examination and supplementary performance (including potential disassembly and assembly costs) shall be borne by it also in the case that it is determined that in fact no defects existed. ONTRAS' liability for damages due to unjustified requests for remedy of defects remains unaffected; in this respect, ONTRAS shall be liable however only if ONTRAS recognized or failed to recognize through gross negligence that no defect existed.

20.9 The warranty shall apply for the complete order including the deliveries and/or services of sub-suppliers/sub-contractors.

20.10 If parts have been repaired or exchanged, the statute of limitations for claims for defects begins again from the acceptance of the work to remedy the defect, but up to a maximum of twice the warranty period according to the relevant part from the original acceptance.

20.11 The same conditions and deadlines shall apply for spare parts, new deliveries and supplementary performances from the day of the date of the respective acceptance protocol.

## 21. Liability

21.1 The contractor shall be liable according to the statutory provisions for property damage, personal injury, financial losses and environmental damage.

21.2 ONTRAS shall be indemnified against damage claims of third parties in connection with the performance of the deliveries and / or services upon first request. The contractor is entitled to prove that the damage was caused exclusively by ONTRAS.

1521.3 The contractor shall be liable for all claims of third parties due to infringement of their industrial property rights in connection with the deliveries and/ / or services performed by the contractor and shall indemnify ONTRAS against these claims.

## 22. Insurance

22.1 The contractor shall be obliged to conclude, maintain and provide proof of the existence of a third party liability insurance contract at its cost to secure its company risk with a reasonable coverage amount upon making a bid.

22.2 The contractor shall conclude at its cost a construction industry and installation insurance contract covering the entire value of the project unless ONTRAS concludes a respective insurance contract itself. In the latter case, the contractor shall be obliged to pay a share in the premium of this insurance in accordance with its delivery and service share in the entire project.

## 23. Revocation, termination

23.1 In the event of a change in the contractual relationships that are decisive for the conclusion of the contract before the contractor has fulfilled the contract without liability of ONTRAS, ONTRAS shall be entitled to request performance of the contract at a later period than agreed or to withdraw from the contract in whole or in part.

23.2 ONTRAS shall be entitled to the statutory rights of termination for service contracts and contracts for work.

23.3 The right of the parties to extraordinary termination remains unaffected.

## 24. Advertising, Publications, References

Both the preparation / publication of articles, films, photos in connection with the contract object including press releases as well as citation of the company name of ONTRAS, for example, as reference as well as the mention by name of employees of ONTRAS in connection with references shall only be permitted for the contractor if ONTRAS has consented hereto in advance in written or in text form.

## 25. Data Protection and IT-Security

25.1 In order to fulfill legal obligations, ONTRAS conducts business partner checks and processes personal data from representatives of the contractor or its beneficial owners. ONTRAS also processes personal data, e.g. contact details of representatives and contact persons of the contractor, in particular for the implementation of pre-contractual measures and for the fulfillment of contractual obligations. ONTRAS also processes personal data that the contractor makes available to ONTRAS as part of its participation in a tender procedure or an offer request. Further information on data protection is available on the ONTRAS website.

25.2 In the business relationship with ONTRAS, the contractor undertakes to comply with all data protection regulations relevant to the General Data Protection Regulation (*Datenschutzgrundverordnung*, DS-GVO) and the German Federal Data Protection Act (*Bundesdatenschutzgesetz*, BDSG), in particular to process personal data from ONTRAS-employees only on a legal basis and only for a specific purpose.

25.3 The contractor shall take suitable measures to back up data and to protect the IT systems against programs with malicious functions (especially viruses) and access by unauthorized third parties. The provisions on IT security for system-critical infrastructures (if required DIN ISO 27001) shall be observed. The contractor will inform ONTRAS without undue delay of any indications of attempted or unauthorized access by third parties and support ONTRAS to an appropriate extent in the investigation of and, if necessary, defense against the access.

## 26. Confidentiality

26.1 The contractor shall treat all information and data (in particular, information related to company facilities, business procedures, processes and work methods of ONTRAS) which it gains knowledge of with the performance of the order as secret and confidential and shall not to disclose such or to make such accessible to third parties unless ONTRAS has consented hereto in advance in written form. The contractor agrees to use the confidential information exclusively for the purpose of performance of the respective order.

This obligation shall remain effective after the full execution of the order. The contractor shall also impose a respective confidentiality obligation on employees employed by it or the employees of sub-suppliers/sub-contractors to be used by it within the framework of the performance of the order and shall prove this to ONTRAS upon demand.

## 27. Legal Succession

The complete or partial transfer of contractual rights and/or obligations by the contractor shall require ONTRAS' prior consent in written or text form (advanced electronic signature). Consent shall only be refused by ONTRAS with good cause.

## 28. Force Majeure

28.1 Insofar as the contractor is prevented from fulfilling its obligations as a result of force majeure in accordance with No. 21.2, it shall be released from these obligations (suspension of performance). In this case, ONTRAS shall not have any rights of performance disruption. ONTRAS shall be released from its counter-performance obligations to the extent and for as long as the contractor is prevented from fulfilling its obligations due to force majeure.

28.2 Force majeure is an externally and unpredictable event that cannot be prevented or prevented in good time, even through the application of reasonable care and technically and economically reasonable measures. These include, in particular, natural disasters, a pandemic or epidemic, as well as statutory provisions or measures by the government or authorities that make it temporarily or permanently impossible for the contractor to fulfil its obligations.

28.3 The Contractor shall notify ONTRAS immediately and inform ONTRAS of the circumstances of force majeure and the expected duration of the suspension of services. It shall endeavor to ensure by all measures that are technically possible and economically reasonable for it that it can fulfill its obligations again as quickly as possible.

28.4 If the contractor uses the services of third parties to fulfill its contractual obligations, an event that would constitute force majeure for the third party in accordance with No. 21.2 shall also be deemed to constitute force majeure for the benefit of the contractor.

28.5 In the event that ONTRAS and / or the contractor can no longer reasonably be expected to adhere to the contract due to force majeure (e.g. abandonment of the project for which the contractor's deliveries / services are necessary; impending price increases due to inflation, etc.), the parties shall agree on the modalities of a contractual adjustment or, if applicable, cancellation of the contract. Each party shall be entitled to (partial) termination if a) an agreement is not reached within a reasonable time (usually within six weeks),  
(b) the other party is subject to a relevant insolvency procedure,  
(c) an application has been made for the opening of insolvency proceedings in respect of the assets of the other Party or,  
(d) there is a significant deterioration in the economic circumstances of the other party occurs, in particular if insolvency or over-indebtedness is imminent, the application to open insolvency proceedings has been rejected or the opening of insolvency proceedings has been rejected.

28.6 In the event of any advance payments by ONTRAS for material deliveries ordered (e.g. for raw material, prefabrication), the contractor shall be obliged to reimburse ONTRAS half of the advance payments made.

28.7 Services rendered shall be remunerated by ONTRAS in accordance with their scope of value (part of the agreed remuneration that is attributable to the service provided).

28.8 Further claims shall be excluded.

## 29. Place of Performance

Place of performance for all deliveries and/or services of the contractor is the named place of destination respectively stipulated by ONTRAS; place of performance for all payments is Leipzig.

## 23. Place of Jurisdiction

Place of Jurisdiction shall be Leipzig.

## 31. Invalidity of Individual Provisions

In case any individual provisions of this AEB-Plants or the contract concluded between the contractor and ONTRAS be or become void, invalid or unenforceable for legal reasons without therewith the achieving of the object and purpose of the entire order being

made impossible or its adherence becoming unreasonable for a contract party, the legal validity of the remaining provisions shall not be affected thereby. In this case, the invalid or unenforceable provision shall be replaced by another regulation which fulfills the object strived for and the commercial aims of the entire order as well as which does justice to the interests of the contract parties. This shall apply respectively if a necessary regulation has been omitted upon the issuance of the order.

## 32. Applicable Law

The law of the Federal Republic of Germany shall have exclusive application, excluding the provisions of international private law and the United Nations Convention on the International Sale of Goods (CISG).

## 33. Unbundling Requirements

33.1 The contractor is aware that ONTRAS, as a certified independent transport network operator (ITO - decision of the National Regulation Agency [BNetzA] of February 5, 2013, ref. BK7-12-032) is subject to the statutory provisions of §§ 10 ff. Energy Industry Act. ONTRAS may therefore not enter into any service relationships with the so-called vertically integrated energy supply company and is obliged to notify the BNetzA of commercial and financial relationships with the vertically integrated energy supply company. These relationships shall correspond to general market conditions. ONTRAS is not permitted to work with the same consultants or external contractors for contracts relating to information technology application systems and information technology infrastructure located in the business or office premises of the ITO or the vertically integrated energy supply company.

33.2 The contractor confirms that, when the contract is concluded, neither EnBW Energie-Baden Württemberg AG (EnBW) nor VNG AG (VNG) neither have a direct or indirect controlling influence within the meaning of Art. 3 Para. (2) of the EC Merger Regulation on it.

33.3 The contractor shall give notice to ONTRAS immediately if EnBW Energie-Baden Württemberg AG or VNG AG indirectly obtains controlling influence i. S. v. Art. 3 para. (2) EC Merger Regulation on it.

33.4 Insofar as the contractor works simultaneously for ONTRAS or its subsidiaries and at the same time for EnBW or VNG or companies (with the exception of ONTRAS and its subsidiaries) that work with EnBW and / or VNG within the meaning of Art. 3 Para. (2) of the EC Merger Regulation (EnBW / VNG and the companies involved jointly as "vertically integrated energy supply company"), with regard to information technology application systems and information technology infrastructure that are in business or office space of one of the aforementioned companies is located, advising or providing services, the contractor will use other natural persons for this activity at ONTRAS and its subsidiaries than those used for this activity at the vertically integrated energy supply company become. Reference is made to the statutory regulation of § 10a para. (5) sentence 3 EnWG.

33.5 An overview of the companies associated with EnBW and / or VNG within the meaning of Art. 3 Para. 2 of the EC Merger Control Regulation is available on the EnBW website ([www.enbw.com](http://www.enbw.com)) and VNG ([www.vng.de](http://www.vng.de)).

ONTRAS subsidiaries are INFRACON Infrastruktur Service GmbH & Co. KG, GEOMAGIC GmbH, GDMcom GmbH, GDMcom Netze GmbH, GIBY GmbH, MoviaTec GmbH, Schneider GmbH, IBZ Bau GmbH, IBZ Neubauer Verwaltungs-GmbH, IBZ Neubauer GmbH & Co. KG, RIBO Pflug- und Horizontalbohrtechnik GmbH, Lictor GmbH (50%) and KNL Kommunalnetz Leipzig GmbH (50%).