

## General Conditions of Purchase & Payment (GCPP) of RWE 07/2024

### 1. Scope / conclusion of contract

Orders by an RWE company - hereinafter referred to as "Client" - are placed subject to these General Conditions of Purchase and Payment and also subject to any additional conditions which may be stated in the order.

Deviating terms and conditions of business of the Contractor shall still not be considered part of the contract even where, in individual cases, the Client does not expressly contradict them or where the delivery (goods/services) is accepted. Any confirmations made by the Contractor with reference to its terms and conditions of business are herewith rejected.

### 2. Conclusion of contract, supplement agreements and written form

This contract comes into existence as a result of the Contractor accepting an offer of the Client in the form of a handwritten signed (SAP) purchase order, an SAP purchase order signed with Adobe Sign, an SAP purchase order signed with DocuSign or an electronically signed SAP purchase order. The declaration of acceptance shall be in the form in which the offer was made. In the case of electronic offers, the electronic transmission of the scanned, signed declaration of acceptance is sufficient.

Subsidiary agreements, amendments and additions to the contract (hereinafter: supplement agreements) shall be concluded by the Contractor accepting an offer from the Client in the form of a handwritten signed (SAP) order, an SAP purchase order signed with Adobe Sign, an SAP purchase order signed with DocuSign or an electronically signed SAP purchase order. The declaration of acceptance shall be in the form in which the offer was made. In the case of electronic offers, the electronic transmission of the scanned, signed declaration of acceptance is sufficient. Otherwise, an SAP purchase order shall be deemed accepted if the Contractor does not object to the SAP purchase order within 30 calendar days of its receipt or if the Contractor begins to perform the ordered deliveries or services without objection within this period and the Contractor has been informed of this legal consequence in the SAP purchase order concerned.

Unilateral constitutive declarations (einseitige Gestaltungserklärungen) as well as the exercise of any service determination rights under this contract must be in writing in accordance with Section 126 BGB (German Civil Code).

### 3. Subcontractors

If the Contractor would like to commission third parties to provide the services, this shall require the prior written consent of the Client. This applies accordingly to the change of or the use of other subcontractors.

### 4. Observance of legal regulations for the protection of the employee

The Contractor shall comply with all legal regulations for the protection of the employee, in particular all regulations with regard to the payment of the minimum wage, and payment of holiday fund contributions pursuant to the German law on the secondment of workers (AEntG) and according to the German Act on minimum wages (MiLoG) as well as to comply with the agreed collective regulations concerning its business.

The Contractor shall ensure that its subcontractors meet these requirements and are contractually obliged to do so. Where doubt exists or arises the Contractor is obliged to actively seek compliance with the legal regulations. The Contractor's subcontractors are its immediate and all subordinate subcontractors.

The Contractor shall indemnify and hold the Client harmless in their internal relationship from all possible claims, which are made against the Client because of a non-compliance of the Contractor or one of its subcontractors against the AEntG, the MiLoG as well as further legal regulations giving rise to a possible liability. In particular the Contractor undertakes to support the Client with regard to the defence of alleged claims against the Client in the best possible way and to provide the latter for example with the necessary information.

The Contractor shall provide the Principal Client with a certificate of safety issued by an auditor, tax consultant or the applicable social security fund in accordance with the collective bargaining agreement ("Soka-Bau, Soka-Dach or Soka-Gerüstbau"), with a date of issue of the last 3 months. This is to confirm that the general minimum wage, or if it does not exist, the legal minimum wage, is adhered. If no general minimum wage is applicable, this must be mentioned in the certificate of safety.

Alternatively, the Client will also accept the contractor's current extract from the commercial central register (<https://www.fuehrungszeugnis.bund.de>), provided that it does not contain an entry for violations of the minimum wage law.

The contractor is obliged to ensure that all subcontractors are contractually bound by the contract. Corresponding evidence must be made available to the client within the framework of the proper application of subcontractors.

If the Contractor infringes the obligation to pay the minimum wage or if the Contractor of the obligation does not provide any evidence within a reasonable period set by Client, the Client shall be entitled to terminate the Contract without notice period for serious cause.

In the event of infringement of the obligation to pay the minimum wage by a subcontractor of the Contractor or the failure to provide any evidence the Client shall be entitled to terminate the Contract with the Contractor without notice period, unless the Contractor hasn't already immediately terminated the contractual relationship with the subcontractor.

In the event of termination for serious cause without notice period the Client shall be entitled to have the services, which have not been performed yet, carried out by a third party at the expense of the Contractor.

### 5. Compliance with laws

The Client and the Contractor hereby agree to comply with all laws, rules, regulations and conventions applicable to this contract and to their own activities, in particular with competition and anti-trust, anti-money laundering and anti-corruption/anti-bribery legislations as well as foreign trade law, export control and sanction laws. The Client and the Contractor act with honesty, loyalty, integrity and good faith, avoiding conflicts of interest under this contract.

## 6. Code of Conduct

The Client and the RWE Group are committed to the RWE Code of Conduct set out at: <https://www.group.rwe/en/the-group/compliance/code-of-conduct/>.

The Client expects the Contractor to accept the Principles of Conduct contained in the RWE Code of Conduct as a basis for the cooperation between the Contractor and the Client.

The Client also expects the Contractor to commit to support and implement (and that the Contractor will procure that its staff and the staff of its subcontractors support and implement) the principles on human rights, labour relations, environmental protection and combating of corruption which are established within the framework of the United Nations Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

## 7. Combating corruption

The Contractor undertakes not to give or receive, offer or ask for, directly or indirectly, to anyone, any payment or benefit that constitutes undue financial or other advantage of any kind.

The Contractor complies with all applicable law relating to anti-bribery and anti-corruption and the Contractor ensures that neither the Contractor nor the Contractor's staff engage in any activity, practice or conduct which constitutes an offence under such applicable law.

The Contractor indemnifies the Client and RWE Group against all loss incurred or suffered by the Client and/or RWE Group as a result of a breach by the Contractor or the Contractor's staff of this condition.

Any breach of this condition is a material breach and the Client may terminate this contract for Contractor default.

## 8. Sanctions

"Sanctions" means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the European Union (EU), its member states or the United Nations Security Council.

"Sanctions" also means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the United States of America or the United Kingdom, unless this constitutes a violation of any applicable blocking law, or compliance with such Sanctions constitutes a violation of any applicable blocking law.

The Contractor warrants that neither the Contractor, nor any of the Contractor's Group companies nor, to the best of the Contractor's knowledge, any legal representative of the Contractor or any of the Contractor's Group companies is:

- a) a person against whom sanctions have been imposed,
- b) owned or controlled by a person against whom sanctions have been imposed,
- c) located in or has been registered in or has its registered office in, a country or territory against which sanctions applicable to itself or its Government have been imposed (currently including, but not limited to Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk and Luhansk People's Republics).

The Contractor complies with all sanctions and export control requirements applicable to it and its business activities as far as actions in connection with this contract are concerned.

The Contractor does not sell, supply or transfer items received from the Client to third parties if this results in the Contractor or the Client violating any applicable sanctions or export control regulations.

The Contractor does not act or omit to act so as to result in the Client violating any applicable sanctions or export control regulations.

The Contractor immediately informs the Client in writing if the Contractor becomes aware of any event or matter which may result in a violation of applicable sanctions or export control regulations by the Contractor or the Client relating to this contract.

The Contractor indemnifies the Client and the RWE Group against all loss incurred or suffered by the Client and/or the RWE Group as a result of a breach by the Contractor or the Contractor's staff of this condition.

Any breach of this condition is a material breach and the Client may terminate this contract for Contractor default.

## 9. Human Rights

The Client explicitly refers to RWE's Human Rights Supplier Contract Appendix which applies within the RWE Group and can be consulted under <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions>.

The Client expects the Contractor to, and the Contractor agrees thereto, explicitly accept and comply with the principles and all obligations contained therein at all times and, in particular, to commit itself to support and implement the principles on human rights, labour relations and environmental protection as stipulated therein in its own business area and towards its own supply chain.

In order to further assess and determine the risk for human rights, labour relations and environmental protection associated with the supply chain, the Client may submit, [initially and] on a frequent or ad hoc basis, and the Contractor will reply to in due course, a questionnaire regarding typical risk areas and preventive and remedial actions having been taken and/or are required within the business area of the Contractor.

The Contractor is further obliged to inform the Client in due time of any incident, violation of or increased risk to violate any human rights principle affecting the Client in its supply chain with the Contractor.

The Client shall be entitled to carry out audits to determine whether the Contractor or any sub-supplier has lived up to its obligations under the Human Rights Supplier Contract Appendix by requesting information, documentary evidence or by conducting on-site inspections, as laid out in the Human Rights Supplier Contract Appendix in more detail.

If the Contractor evidently fails to fulfil any of the principles and refuses to implement the necessary preventive or remedial measures according to the Human Rights Supplier Contract Appendix, the Client reserves, in addition to other remedies which may be

available, the right to extraordinary terminate the contract with the Contractor.

In case the Client is held legally liable for a violation of applicable legal requirements under the Lieferkettensorgfaltspflichtengesetz (LkSG) which is attributable to wilful or negligent misconduct of the Contractor, in particular by not observing the obligations arising under the Human Rights Supplier Contract Appendix, the Client will pass on any fine imposed on it as damage claim under this supply contract.

## 10. Sustainable supply chains

The Client contributes to the development of sustainable supply chains and expects the Contractor to commit to the same. The Client reserves the right to include sustainability criteria in its purchasing and/or awarding decision process(es) which criteria may include but are not limited to the aim to reduce CO<sub>2</sub> intensity, commit to support renewable energy policy and decarbonization strategy, energy efficiency, impact on biodiversity, circular economy, health & safety, and/or human rights.

## 11. Shipment

Shipment instructions, in particular shipment addresses, must be observed in precise detail. Costs incurred due to non-compliance with the shipment instructions shall be for the account of the Contractor, unless the Contractor proves that it is not responsible for them.

Dispatch notes must be sent together with easily identifiable order details to the Client, the shipment address, and to any other addresses of recipients indicated in the order, and must be enclosed with the shipment.

## 12. Deadlines / acceptance

The delivery times/deadlines of performance indicated in the order are binding. The Contractor undertakes to notify the Client immediately if circumstances occur or are identified which indicate that the delivery time agreed upon or the deadline of performance agreed upon cannot be met.

Performance under a service contract is subject to formal acceptance with a record. The Contractor undertakes to notify the Client of the completion of services. No conduct of the Client may be implied to represent acceptance; in particular, the use, resp. the putting into operation, of such goods or services supplied under a service contract do not qualify as acceptance. This is without prejudice to section 640, subsection 2 (Abnahmefiktion) of the BGB (German Civil Code). The notional acceptance regulated in § 640 subsection 2 BGB (German Civil Code) is only possible under the condition that the Contractor has already fulfilled all deliveries and services including the complete final documentation and has requested the Client to take acceptance giving a deadline of 14 days. Furthermore, the Contractor is obliged to point out to the Client what the consequences are of not declaring acceptance or declining acceptance without naming the defect after such a written request for acceptance.”

This provision does not apply to such contracts for which acceptance is excluded for material technical reasons.

## 13. Change of the scope of delivery and performance

Changes of the scope of delivery and performance (including contractually agreed deadlines) of Contracts concerning the performance of services (e.g. contract for services (Werkvertrag)) may be requested of the

Contractor by client, extent that this is reasonable for the Contractor in any exceptional individual case. The Contractor shall comply with any such request. The effects thereof, particularly any increase or reduction in cost or any effects on delivery deadlines, shall be appropriately taken into account and in principle to put down in writing between Client and Contractor before execution of the performance starts. In case of risks of delays or danger in delay client shall be entitled to stipulate that Contractor starts to perform even if such a written agreement does not exist yet. Contractor will comply with this request.

## 14. Prices

Except where expressly agreed otherwise, the prices stated in orders are fixed prices. All prices are net, VAT shall be added as applicable. Where no prices are stated, the Client reserves the right to recognition of the prices calculated subsequently. Unless agreed otherwise in writing, prices are free delivered, including packing, duty and insurance up to the stated shipment address/place of use. If the Client does not wish to keep the packing, it shall be returned at the expense of the Contractor and the packing costs invoiced shall be reduced; this also applies to pallets of all types, including pool pallets.

## 15. Securities / guarantees

Securities and guarantee shall be agreed for each individual contract inasmuch as the Client is not already entitled to demand the same under applicable law.

## 16. Accounting and payment

The invoice must meet the requirements of sections 14 (Ausstellung von Rechnungen), 14a (Zusätzliche Pflichten bei der Ausstellung von Rechnungen in besonderen Fällen) of the German Value-Added Tax Act (Umsatzsteuergesetz). The invoice shall be transmitted to the invoice recipient stated in the order and to the invoice address indicated there while showing the VAT at the rate applicable at the time of delivery / service provision separately.

Prepayments/progress payments made must be shown individually in the invoice. Contractors of building services must indicate the tax number given by the revenue office in the invoice. In the event of lump sum prices, the Contractor must have completion of the work certified by the Client.

All payments by the Client are subject to the following conditions:

- Correct and complete delivery resp. acceptance
- Provision of the securities/guarantees agreed in the individual contract
- Receipt of a correct invoice based upon these requirements
- Receipt of confirmation of correct quantities and quality (agreed specifications, time sheets, plant certificates, expert opinions, acceptance reports etc.) inasmuch as included in the scope of supply.

Provided the above mentioned terms of payment have been met, payment shall be 14 days from receipt of invoice less 3 % discount or 30 days from receipt of invoice less 2% discount, unless any other terms of payment have been agreed in the order. The discount period, however, shall only begin when these conditions have actually been met. Discount deductions can be withheld both from progress payments and from

prepayments and final payments. Where a discount has already been deducted from a prepayment or progress payment, the base amount for the discount in the final invoice will be reduced by that prepayment or progress payment amount and discount only withheld from the remaining amount. Payments are always made subject to adjustment in the event that objections should be made subsequently.

The Client shall be entitled to charge a deadline penalty or partial amounts thereof to the Contractor or to deduct same from agreed payments. The Client shall not be required to reserve the right to impose a deadline penalty on receipt of the goods and services. Rather, it shall be entitled to assert that right until final payment.

If, at the time of settlement of the accounts, a Contractor of construction services does not present a valid certificate of exemption for tax under section 48 b, subsection 1, sentence 1 (Freistellungsbescheinigung) of the German Income Tax Act (EStG), a tax deduction of 15 % of the consideration within the meaning of section 48 EStG (Freistellungsbescheinigung) is made and paid to the tax office responsible for the Contractor in accordance with the Act to Control Illegal Employment in the Construction Sector (Gesetz zur Eindämmung illegaler Betätigung im Baugewerbe). In order to compensate for the resulting additional accounting expenditure, the Client is entitled to deduct a lump-sum allowance of € 100 from the Contractor's invoice. Further claims shall remain unaffected.

In case hourly wages are charged, the input tax must be deducted from the travel costs (fares, accommodation costs etc.) in accordance with the tax guidelines in force. All receipts must be correct and permanently legible.

#### **17. Assignment of receivables / setoff**

Without prejudice to an assignment of any financial claim under section 354a of the German Commercial Code (HGB), the Contractor is not entitled to assign receivables from the Client to third parties or to have them collected by third parties, unless the Client has given its prior written consent.

The Client is entitled to offset receivables, all or partly of the Contractor with falling due against the Contractor directed pecuniary claim of the group of companies RWE AG, RWE Power Aktiengesellschaft (Essen), RWE Supply & Trading GmbH (Essen), GfV Gesellschaft für Vermögensverwaltung mbH, RWE Generation SE, RWE Offshore Wind GmbH, RWE Renewables Europe & Australia GmbH, RWE Renewables Americas, LLC and/or their affiliated companies.

#### **18. Title / provision of materials / processing / risk transfer**

Upon delivery, the shipment becomes the property of the Client; this is without prejudice to simple retention of title in favour of the Contractor.

Materials provided by the Client shall be separated by the Contractor from other materials, marked as being the property of the Client, and kept with the due diligence of a prudent businessman. The Contractor is obliged to prevent access by third parties and to inform the Client immediately on request of any changes in the quantity (such as theft, loss and destruction) or condition (such as loss of application) of the materials provided.

Processing or transformation is carried out by the Contractor on behalf of the Client. In the event that goods for which the Client has reserved title are processed together with other objects not belonging to the Client, the Client shall acquire joint ownership of the new object pro rata the purchase value plus VAT of the property of the Client relative to the other objects processed at the time of processing. This last point applies accordingly for mixing and combining, unless another object which does not belong to the Client is considered to be the principal object.

Risk transfers to the Client on receipt of the delivery in the receiving plant or at the receiving point specified by the Client; for deliveries for which acceptance takes place at the receiving point on acceptance, regardless of whether the items to be delivered have already been received beforehand. On collection by the Client, the risk transfers to the Client as soon as the shipment has left the Contractor's site.

The Client shall be entitled at any time to inform itself of the status of the service rendering under the contract, and in particular on the contractual and orderly progress of the manufacturing in the plants of the Contractor, resp. those of the Contractor's suppliers.

In the case of dismantling or repair work at the Client's premises materials and components etc. removed, or excess materials provided by the Client, must be returned to the Client in an orderly manner.

#### **19. Rights to use / industrial property rights / inventions**

The Contractor shall permanently grant the Client a temporally and geographically unrestricted, transferable, non-exclusive, irrevocable right of use regarding the subject of the delivery and performance as well as any protective rights related to these subjects of the delivery and performance. The Contractor shall entitle the Client and the IT service provider to make the right of use available to the Group companies - and thus also the services specified in the contract. Group Companies within the meaning of this contract are besides the Client all those companies, which pursuant to sections 15 et seq. of the German Stock Corporation Law (AktG) are affiliated with RWE AG (collectively referred to as „Group companies“).

The rights of use granted to the Client under this contract shall also apply to any new versions (e. g. updates, upgrades, releases, patches, bugfixes) of the subject of the delivery and performance and of any protective rights related to these subjects of the delivery and performance that are made available to the Client.

Insofar as work results eligible for patent/utility patent protection arise within the order, the Contractor shall grant the Client property thereto, including the right to file the patent application in his own name or by acting as an agent. The Contractor has to provide evidence if he pleads that the patent/utility patent has not been generated in connection with the order.

Insofar as work results eligible for other property right protection arise within the order, the Contractor shall transfer to the Client the exclusive, irrevocable, temporally and geographically unrestricted, sublicensable and transferable right of use. The Client



shall have the right to use the work results in all types of use, including, but not limited to the right to reproduce, redesign and publish and exploit the work result. The Contractor has to provide evidence if he pleads that the work result has not been generated in connection with the order. For programming work, the Contractor shall be obliged to hand over to the Client the source code for the software created.

## 20. Warranty

The Client has full recourse to statutory warranty claims. The Contractor accepts a statutory warranty period of 24 months covering any defects in the shipment/service; this period begins with the delivery or acceptance of the respective service. However, this provision shall only apply where, due to the contract or statutory regulations, no longer warranty or limitation periods apply.

The aforementioned warranty period is followed by a six month period, within which the Client and Contractor shall settle any claims not yet settled or obtain a decision of a third party, e.g. of a court of law.

Any faults or defects occurring during the warranty period - e.g. due to execution not in compliance with the contract, sub-standard materials, or non-compliance with statutory regulations or recognized engineering standards - must either be remedied by the Contractor at its own expense or replaced by a new delivery executed in compliance with the contract, at the discretion of The Client.

If the Contractor fails to remedy the faults and defects in response to the Client's first complaint within the reasonable deadline set, the Client shall be entitled, without further notice or setting of a period of grace, to remedy them itself or have them remedied by third parties, and to deduct the expenses incurred from the Contractor's invoice or to charge these to the Contractor's account.

In those cases, in which subsequent performance fails, the Client is entitled to rescission or a price reduction; this is without prejudice to claims for damages, in particular claims for damages instead of performance.

## 21. Third-party property rights

The Contractor undertakes that all goods and services to be provided by it are unencumbered by third party rights. In the event of an infringement of property rights of third parties, the Contractor shall, at the discretion of the Client, procure for the Client the rights to use the goods and services or change them in such a way that it is no longer encumbered by third party rights.

Furthermore, the Contractor shall indemnify the Client among themselves against all claims asserted by third parties with respect to infringements of property rights. Further claims and rights to which the Client is entitled under law in this respect shall remain unaffected. Such obligation of exemption shall remain in force for a period of 10 years after time of performance.

## 22. Liability

The Contractor shall be liable for any breach of duty and the resulting damages unless the Contractor proves that it is not responsible for such breach of duty. The Contractor is further obliged to release the Client from any claims for damages by third parties asserted against

the Client by such third parties for reasons based on defective delivery (goods/services) by the Contractor, unless the Contractor can prove to the Client that the Contractor is not responsible for the circumstances that caused the loss. The foregoing provisions shall also apply if the Contractor employs a servant or vicarious agent.

The aforementioned exclusions from liability and liability restrictions shall not apply in the case of personal injuries and injuries to health or losses of life of the Company's employees, for which the Contractor remains liable in accordance with the statutory regulations.

## 23. Liability for cartel law offences (antitrust law violations)

Should the Contractor in respect to the contractual services be demonstrably involved in an unlawful restraint of competition and / or abuse a dominant market position, it shall be required irrespective of the other liability rules to pay liquidated damages in the amount of 12% of the order value, unless the Contractor proves that less damage or no damage at all has been incurred. This also applies if the Contract has been terminated or already been fulfilled. Other rights of the Client, in particular the right to claim damages in excess of the liquidated damages, shall remain unaffected.

Unlawful restrictions of competition are in particular anti-competitive negotiations, recommendations or appointments with other bidders (tenderers) / applicants regarding

- submission or non-submission of bids (tender) including territorial agreements,
- pricing as well as profit arrangements or
- delivery quantities.

Such acts of the Contractor itself are equal to acts of persons appointed by it or working for it.

## 24. Insurance

The Contractor undertakes at its expense to take out an appropriate business liability insurance policy, to include processing damage, and to maintain that insurance for the entire duration of the contract until expiry of all periods of limitations. That liability insurance must provide cover for at least € 5,000,000 for personal injury and property damage and all consequential losses. At the request of the Client, the Contractor undertakes to provide the Client with a confirmation of coverage by the insurer.

## 25. Termination

The Client is entitled to terminate service contracts at any time. In such an event, in respect of imputation of the saved expenses, the Contractor shall receive that part of the remuneration that corresponds to the performance so far carried out in proportion to the overall performance, unless the Contractor can prove that its savings in respect of the services not yet provided are lower.

However, where termination is for good cause where the Contractor is at fault, the latter shall only receive that part of the remuneration that corresponds to the share of the previous performance measured as a percentage of the overall performance. Any further claim to remuneration by the Contractor is excluded in this case. The Contractor shall be liable for compensation for loss incurred by the

Client as a result of the termination, including any consequential loss.

The Client may terminate the contract without observing deadlines if the Contractor suspends payments, or insolvency proceedings concerning the Contractor's assets are filed or opened.

## **26. Rescission / Termination in case of antitrust violations**

The Client shall be entitled to terminate or withdraw from the contract without notice if the Contractor has demonstrably been involved in unlawful restrictions of competition at the expense of the Client. In the event of termination without notice, the Contractor shall be entitled only to that portion of the agreed remuneration for goods and services already rendered without defects. In the event of rescission, the legal stipulations shall apply.

## **27. Safety and environmental stipulations**

In the course of execution and implementation of the contract, the Contractor is obliged to observe the applicable provisions and recognized engineering standards, especially with regard to industrial health and safety, as well as the provisions applicable under construction, trade and traffic laws (in particular, supervisory and traffic safety duties on construction sites and other workplaces); this shall also apply to the applicable environmental protection, waste and water regulations as well as to the transportation regulations in accordance with the Hazardous Goods Transport Act (GGBefG – Gefahrgutbeförderungsgesetz) and its subordinate regulations and according to the ADR (Agreement concerning the International Carriage of Dangerous Goods by Road). Supplies and services must comply with the laws, regulations and directives prevailing at the time of the delivery and/or acceptance.

Except where provided for otherwise by individual contract, the Contractor shall be responsible as the party producing the waste for any waste produced, such as packaging materials, material residues, offcuts etc. On accepting the order, the Contractor affirms that it will immediately properly dispose of any waste it produces in line with the legal requirements, in particular the German Circular Economy Act (KrWG) and subordinate legislation, as well as the State Waste Management Acts and statutes of the municipalities, the German Hazardous Goods Law, e.g. the Dangerous Goods Regulation Road, Rail and inland water transport (Gefahrgutverordnung Straße, Eisenbahn und Binnenschifffahrt (GGVSEB)) as well as the German Ordinance on Hazardous Substances (GefStoffV), as amended.

The Client shall be entitled to carry out checks to determine whether the Contractor or any subcontractor has lived up to its public, legal and contractual obligations. To that end, the Client shall be entitled to inspect the documentation to be kept by the Contractor, resp. subcontractor, in accordance with the legal regulations and the permit notice for the plant since started. The Contractor shall further inform the Client on request, in particular, concerning the transport, appropriate vehicles, transport routes and locations of the respective plants and/or storage sites, in advance.

When delivering hazardous substances or products containing hazardous substances, which are subject to the Ordinance on Hazardous Substances (GefStoffV), to the Client, up-to-date (not older than 2 years) material

safety data sheets complying with the REACH regulation (EC) no. 1907/2007 and the co-applicable regulations VO(EU) 2015\_830 as well as VO(EU) 2020\_878 in conjunction with Section 6 GefStoffV (Informationsermittlung und Gefährdungsbeurteilung) shall be enclosed in German with the delivery/offer. In addition, the Technical Rules for Hazardous Substances (TRGS) 220 "National Aspects when compiling safety data sheets" must also be taken into account for safety data sheets in Germany. In case there are any changes to the composition or new findings on the impact of the substances/formulations on humans and the environment or any changes of the hazardous goods regulations the Contractor shall immediately send an updated material safety data sheet to the Client at sicherheitsdatenblaetter@rwe.com, indicating order number, order item as well as material number. Delivery of the material safety data sheets forms part of the agreed scope of performance.

Machines coming under the 9th Ordinance of the German Product Safety Act (Produktsicherheitsgesetz (ProdSG)) – Machinery Ordinance (Maschinenverordnung – 9. ProdSV) – and electrical operating equipment coming under the low voltage directive (Niederspannungsrichtlinie) must include a CE mark and be delivered with operating instructions. The declaration of conformity and the operating instructions shall be handed over to the Client. Deliveries of machines not ready for use must include a Declaration of Incorporation.

In addition, the Client's supplementary conditions on the subject of waste disposal (AEB) and occupational safety (GSC) shall apply.

## **28. Data Protection**

The Contractor is obliged to comply with the statutory provisions on data protection (in particular the General Data Protection Regulation (GDPR)). In case of processing of personal data on behalf of the client, the contractor will process personal data exclusively within the scope of the agreement reached and according to the client's instructions. A separate agreement shall be made for this purpose in the event of processing by order. The Contractor shall protect the personal data received from the Customer from access by unauthorized third parties by means of suitable technical and organizational measures in accordance with Art. 32 GDPR. The Contractor shall inform the Customer without delay in the event of serious disruptions in the course of operations, suspected violations of data protection or other irregularities in the processing of the Customer's data.

Any details shared by the Client shall not be used for the purpose of advertising or market/opinion research unless written permission has been given for this purpose by the Client or the agreed service allows this explicitly.

## **29. Information Security (IT) / Operational Technology (OT) and protection of critical infrastructure**

The Contractor is obliged, at the request of the Client, to provide a self-disclosure on the situation of the current information security level within his organisation by answering questions regarding the maturity level of Information Security (IT) and/or Operational Technology (OT) (including relevant evidence).

The Contractor shall ensure that all information in the self-disclosure is complete, true and correct.

In the event of false information provided by the Contractor in the self-disclosure, the Client shall be entitled to demand rectification and, if the Contractor fails to correct the false information within a reasonable period of time set by the Client, to terminate the contract without notice. The self-disclosure is valid for three (3) years and shall be renewed upon expiry.

The Contractor is obliged to comply with the requirements of the group-wide RWE security guidelines "RWE Cyber Security Standard for Suppliers". Furthermore, the Contractor is obliged to comply with the RWE security guidelines "Requirements for Information Security OT / Anforderungen zur Informationssicherheit OT" or "Zusatz zur Basis-Liefer- und Leistungsbeschreibung; Ergänzende Hinweise zur Informationssicherheit OT", if services are provided in the areas of process technology (OT) or critical infrastructures. The Contractor may apply its own security guideline, provided that it is demonstrably stricter than the specified RWE security guidelines.

The Contractor shall, with prior notice, allow the Client or auditors commissioned by the Client to carry out on-site inspections (audits / assessments) to verify the information provided in the self-disclosure and compliance with the RWE security guidelines.

The Contractor immediately notifies the Client ([csirt@rwe.com](mailto:csirt@rwe.com)) of and provides assistance with any suspected, actual or threatened security incidents or security breaches, unusual or malicious activity or events and/or vulnerabilities of which Contractor becomes aware that may affect the Client's systems in any way or lead to unauthorized access to the Client's systems, or impacts the provision of goods/services to the Client.

Unless prohibited by law, the Contractor immediately informs the Client if it is requested by third parties to grant access to sensitive information and/or information systems and/or networks of the Client.

The Contractor shall allow the Client to use dedicated scanning stations in the plants to check third-party components for malware. If information security risks (e.g. open security vulnerabilities or threats to information security) are identified during the scan, the Client shall inform the Contractor immediately. As long as the vulnerabilities have not been remedied, the Client shall share this information exclusively with the Contractor, but not with other third parties.

To the extent permitted by law, the Contractor deletes, destroys or returns RWE materials and confidential information as well as all data (and all copies) stored on the Contractor's infrastructure to the Client without undue delay upon the Client's request and certifies such deletion, destruction or return upon request.

### **30. Obligation of confidentiality**

The Contractor, its own personnel and that of its subcontractors shall be obliged to maintain the confidentiality of all commercial and technical information not already in the public domain that becomes known to them by virtue of the business relationship (also including the date/period of any overhaul or measure) as business secrets and not to make it available to third parties. All employees, including those of the Contractor's subcontractors must be obliged accordingly.

### **31. References / advertising / photography**

Without prior consent by the Client, the Contractor is not entitled to use information concerning intended or existing contractual cooperation for reference or marketing purposes. Also, photography on the property and/or construction sites of the Client, and any kind of publication in this respect are prohibited without the prior written consent of the Client.

### **32. Place of performance**

Place of performance for supplies and services provided by the Contractor is the shipment address/place of use indicated by the Client, or the agreed place of the provision of services.

### **33. Jurisdiction**

Unless an exclusive place of jurisdiction is specified by law, all disputes arising from this contract shall be subject to Essen as the place of jurisdiction.

A dispute shall not entitle the Contractor to restrict or discontinue its contractual deliveries and services.

### **34. Applicable Law/ Language**

The contract is subject to the law applicable in the Federal Republic of Germany without conflict of laws and without the provisions of the UN Convention on Contracts for the International Sale of Goods.

All dealings between the Client and the Contractor shall be conducted verbally and in writing exclusively in German.