

General Terms and Conditions of Ordering for Germany

1. Applicability

These general terms and conditions of ordering shall apply to all contracts concluded between the Buyer and the Supplier. Unless agreed otherwise, the General Terms and Conditions of Ordering shall apply in the version valid at the time of the order or, in any case, in the written version last provided to the Supplier. Any general terms and conditions of the Supplier that differ from these terms and conditions shall not become part of the contract, even if their inclusion has not been expressly rejected.

These general terms and conditions of ordering shall also apply to all future deliveries without the need to refer to them again in each individual case.

2. Prices

2.1 The agreed prices are fixed prices for the entire delivery period. Therefore, a price increase is also excluded even if longer delivery periods are agreed. The Supplier shall include any uncertainties associated with the agreement of longer delivery periods in the fixed prices. The principles relating to the basis of the transaction ceasing to exist shall remain unaffected by this provision. The prices indicated in this order exclude the statutory value-added tax.

2.2 If the Supplier regularly grants special conditions, e.g. price reductions or discounts, to other companies affiliated with Buyer in the Group, the Buyer shall also be entitled to these special conditions.

3. Implementation documents

3.1 The Supplier shall review without delay any drawings, plans and structural calculations submitted by the Buyer for completing the delivery. The Buyer shall be notified without delay if any implementation documents are missing, or if there are concerns about the accuracy of such documents.

3.2 Drawings, plans, structural calculations and other documents that the Buyer provides to the Supplier shall remain the property of the Buyer, including the drawings, plans, samples, templates, etc. produced by the Supplier according to special instructions from the Buyer; they may not be used for another purpose, reproduced, or made accessible to third parties. Drawings, plans, samples, templates, etc., together with copies and duplicates, shall be returned by the Supplier to the Buyer without prompting and at no cost after delivery or if delivery is not completed. No retention rights shall apply.

4. Confidentiality

4.1 The Supplier shall treat as confidential all illustrations, drawings, calculations, and other documents and information received in connection with the order. These may be disclosed to third parties only with the prior written consent of the Buyer, unless the Supplier is obligated to do this by statutory or official requirements. A corresponding obligation shall be placed on upstream suppliers.

4.2 The conclusion of the contract shall be treated as confidential. In the Supplier's advertising materials, reference may be made to the conclusion of the business relationship with the Buyer only with the latter's written consent. The Buyer and the Supplier undertake to treat all commercial or technical details which are not in the public domain and which become known to them through the business relationship as trade secrets. A corresponding obligation shall be placed on upstream suppliers.

5. Delivery

5.1 All deliveries shall be made at the Supplier's expense and risk and free to the requested destination.

5.2 The Supplier confirms that it is familiar with the local conditions of the destination, including vehicle access. The Supplier shall be liable for any contamination of public traffic areas it causes; a liability of the Buyer in this respect is excluded.

5.3 The Supplier shall ship its deliveries packaged, preserved and signed in accordance with international regulations.

5.4 The Supplier shall comply with all provisions of the German Act on the transport of dangerous goods (Gefahrgutbeförderungsgesetz) and its ordinances and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

5.5 The Supplier shall include all applicable expenses, in particular any freight, packaging, and insurance costs in the prices. The Supplier shall inform the Buyer without delay as soon as the delivery is ready to ship. In each case, the Supplier shall notify the Buyer without delay when the delivery is shipped and shall indicate the number of items, the dimensions and the weights of the delivery so that Buyer can make corresponding preparations for receipt of the delivery. The Buyer is not obligated to accept or pay for excess deliveries.

5.6 Furthermore, the Supplier shall take back and properly dispose of all packaging at its own expense.

5.7 The Buyer may return packaging material, in particular containers, barrels, crates, etc., to the Supplier after they have been emptied and with carriage paid, in exchange for a corresponding credit note.

5.8 Each delivery shall include a delivery note in duplicate referencing all labelling in the order, in particular the order, cost centre, batch and item numbers. Any partial or remaining deliveries shall be marked separately as such.

6. Delivery period

6.1 The delivery dates or deadlines specified in the order are binding contractual dates or deadlines. Unless otherwise agreed, the delivery periods contained in the order begin on the date of the order. Receipt of the delivery at the destination specified by the Buyer determines whether the delivery date or delivery deadline is met. The Supplier shall respect operating hours. In case of doubt, the Supplier shall inquire about these beforehand. If delivery is made outside the operating hours and not accepted, the Buyer shall not be in default of acceptance.

6.2 Irrespective of default, the Supplier shall notify the Buyer in writing immediately of any delivery delays and indicate the probable duration of the delay. Deliveries before the agreed delivery dates or deadlines may be made only upon prior written agreement with the Buyer.

6.3 If the Supplier is in default of delivery, it shall pay the Buyer a contractual penalty in the amount of 0.2% of the agreed price for each business day (Mon-Sat, not incl. bank holidays) the deadline is missed. The total contractual penalty to be paid by the Supplier shall not exceed 5% of the agreed price. The right of the Buyer to assert any further claims for damages caused by delay shall remain unaffected hereby. However, the contractual penalty shall be offset against any damage caused by delay.

7. Transfer of risk

The risk of accidental loss or accidental deterioration of the delivery shall pass to Buyer upon handover at the requested destination (except in the event of early delivery).

This shall also apply if the delivery is shipped to the Buyer.

8. Defects, warranty and liability

8.1 Deliveries from the Supplier must be free from defects. They must exhibit the properties contractually stipulated in the order and, moreover, the properties required for normal use; they must also comply with the applicable German and European standards and safety regulations or other technical requirements as well as the generally recognised rules of engineering and must be officially approved at the requested destination. The Supplier shall be liable for any faulty advice.

8.2 The Buyer shall inspect the delivery for quality or quantity deviations in accordance with the conditions of normal business operations. The Buyer shall notify the Supplier of any complaints identified during the process within two weeks of delivery of the item. In the case of partial deliveries, the notification shall be considered on time if inspection is carried out within two weeks of delivery of the last partial delivery of the applicable order. In case of hidden defects, the notification shall be considered on time if it is sent to the Supplier within one week of discovery. The signature on a delivery note shall not imply any assertion regarding the existence of deviations of quality or quantity. Section 377 HGB (German Commercial Code, hereinafter: HGB) shall expressly not apply.

8.3 The Buyer has the unlimited right to assert statutory claims for defects. In particular, the Buyer may demand, at its discretion, that the Supplier either remedy the defect or provide a replacement delivery at the latter's expense.

8.4 The Supplier shall check all deliveries for environmental compatibility (environmental protection).

8.5 The Supplier shall comply with all applicable laws and standards in this regard. Any disclaimer clause shall be ineffective. For hazardous substances and dangerous preparations, a safety data sheet shall be verifiably transferred to the Buyer upon acceptance.

8.6 Claims of the Buyer for compensation for damages of any kind, irrespective of the contractual or non-contractual legal grounds, are not excluded.

8.7 In the event of liability, the statutory provisions for scope and limitation shall apply.

9. Payment

9.1 The invoice shall be sent in duplicate to the address provided, indicating the order number and cost centre number and including a copy of the delivery note signed by the Buyer.

9.2 Unless otherwise agreed, payment shall be made after acceptance and receipt of the invoice within 30 calendar days minus a 3% discount; within 60 calendar days minus a 2% discount; or within 90 calendar days without discount. This also applies to any invoice amount that is reduced and paid on time.

9.3 The payment period begins upon receipt of the invoice, but no earlier than upon delivery; this also applies in the event of early delivery.

9.4 The agreed net payment deadlines or discount deadlines are also considered met if payment is made on the next transfer date after the deadline. The extension of the payment deadline this causes shall not exceed five business days. If one of the aforementioned deadlines falls five days or less before the end of a calendar quarter, the payment shall be considered on time if it is made within five business days after the end of the calendar quarter.

9.5 Both the discount period and the payment period shall be suspended during the

Christmas holidays (the Thursday before December 24 to the Monday after January 6.)

- 9.6 The right to deduction of discounts for payments made within the discount period is not nullified by other payments made outside the discount period.

10. Withdrawal

- 11.1 If the Supplier violates an essential provision of the order, especially with respect to quality changes or if delivery is not on time or free of defects, then the Buyer may withdraw from individual deliveries or outstanding partial deliveries without obligation.
- 10.2 In the event of such a withdrawal, the Supplier shall be liable for all resulting damages, including consequential damages. In particular, the Buyer may procure a replacement at the Supplier's expense without obtaining competitive offers.
- 10.3 If the contract concluded between the Supplier and the Buyer as the basis for this order is terminated, the Buyer may also withdraw from the delivery or the outstanding partial deliveries.

11. Retention of title

- 11.1 If the Supplier has reserved title to the delivered item, the retention of title shall only extend to the item that was delivered and transferred under retention of title. Combination, mixing, and processing of the item that was transferred under retention of title cancels said retention of title. An assignment of the Buyer's claims against its Buyer by way of an extended retention of title shall not apply.
- 11.2 In the event of default in payment, the Supplier may not demand surrender of the item that was delivered under reservation or remove it without prior withdrawal from the contract.

12. Assignment, pledge, offsets

- 12.1 Assignment to a third party of any claim of the Supplier against the Buyer shall only be effective with the Buyer's consent. The application of section 354a HGB shall remain unaffected.
- 12.2 Any existing counterclaims against the Supplier shall be deducted in advance, both in the event of an assignment and in the event of a pledge or judicial attachment of said claims. This also applies to claims of group companies and to working partnerships in which the Buyer or its group companies are involved; the Supplier expressly agrees to this.
- 12.3 In the event of any assignment of claims, pledge, or judicial attachment of the Supplier's claims, 2% of the recognised invoice amount shall be withheld or offset as a lump-sum cost reimbursement.
- 12.4 The Supplier may only offset undisputed or legally established claims or counterclaims arising from the relevant contract.

13. Data protection information

All personal data from the Supplier shall be processed in accordance with the applicable data protection legislation, especially the EU General Data Protection Regulation (GDPR) and its accompanying national legislation. The Supplier can download a corresponding information letter at any time from https://porr-group.com/contractor_information.

14. PORR Code of Conduct

- 14.1 The Supplier assures and undertakes to comply with the PORR Code of Conduct in the provision of goods and services. This is available at <https://porr-group.com/group/nachhaltigkeit/downloads/#c51043>. In particular, the Supplier expressly assures and undertakes to comply with the anti-corruption, antitrust, and competition regulations referred to in the PORR Code of Conduct. The Supplier's employees and subcontractors (if a subcontracting by the Supplier was planned or agreed under this contract) shall be obliged to observe the PORR Code of Conduct.
- 14.2 In the event that the Supplier violates the above obligation under clause 14.1 and does not remedy this violation within a reasonable period of time after having been requested to do so by the Buyer, the Buyer shall be entitled to terminate the contract with immediate effect or withdraw from the contract for good cause. In the event of a violation of the applicable anti-corruption, antitrust or competition regulations, or in the event of other serious breaches of the above obligation in clause 14.1, the Buyer shall be entitled to terminate the contract for good cause or withdraw from the contract without granting a grace period.
- 14.3 If the Supplier, or any person commissioned by it or acting on its behalf, has verifiably entered into an agreement for the purpose of being awarded the contract and said agreement constitutes an illegal competition agreement, then Supplier shall pay 5% of the net order amount to the Buyer as damages. The Buyer remains free to prove that higher damages have been incurred. The Supplier remains free to prove that no damage or lesser damages have been incurred.

15. Third-party property rights

The Supplier affirms that no rights of third parties are opposed to the intended use of the delivery, in particular that the property rights of third parties are not infringed. If claims are asserted against the Buyer for possible infringement of third-party rights, the Supplier shall indemnify Buyer against such claims on first demand.

16. Place of performance and jurisdiction

16.1 The place of performance for the Buyer's payment obligations arising from the contractual relationship shall be Buyer's registered company headquarters. The contractual relationship shall be governed by the laws of the Federal Republic of Germany and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of jurisdiction is the place of the construction site.

17. Miscellaneous

- 17.1 All additions and amendments to this contract must be made in writing. This shall also apply to the cancellation of this written form requirement. Should individual provisions or components of the contract be ineffective, the effectiveness of the contract as a whole shall not be affected.
- 17.2 Verbal side agreements to contracts shall not apply.
- 17.3 The contract language is German. All, in particular legally relevant declarations, must therefore be made in German.