

General Conditions of Purchase

Untergrundspeicher- und Geotechnologie-Systeme GmbH
As at: 11/2016

1 General – Scope of validity

The following General Conditions of Purchase of the client shall apply exclusively. Any conditions from the contractor that are contrary or supplementary to or at variance with the present conditions shall only become part of the contract when the client has expressly stated as such in writing. This also applies to the terms and conditions which are specified in order confirmations or other confirmations from the contractor. The receipt of deliveries and services does not constitute an acceptance of the contractor's conditions.

2 Orders/Order confirmation

Orders are to be placed by the client in writing on the client's order forms. Orders received must be confirmed by the contractor in writing within 14 days and unreservedly. By signing the order confirmation the contractor shall be considered to have accepted the General Conditions of Purchase. Changes and additions which differ from those that are stated on the order will only take effect when they are accepted by us in writing. If the contractor executes the order without us receiving the order confirmation before the deadline specified in sentence 1, the execution of the order shall suffice as acceptance of our General Conditions of Purchase.

3 Delivery

The time of delivery and performance specified in the order shall be binding.

The contractor is obliged to let us know in writing immediately when circumstances arise or become noticeable which mean that it will no longer be possible to meet the agreed time of delivery and performance.

The delivery and performance specifications, in particular the address, must be kept to as accurately as possible. Costs incurred as a result of not complying with the shipping instructions will be charged to the contractor. The delivery documents must be created when the goods are shipped out and must be attached to the delivery with the order date highlighted in particular.

We will inform you of any obvious defects in writing immediately or within 14 calendar days after the delivery or transfer of the goods at the latest.

We will inform you immediately of any hidden defects which were not noticeable on receipt of the goods even after a thorough check of the goods/services, or at the latest within 14 calendar days of the delivery or transfer of the goods.

4 Delay

In the event of a delay on behalf of the contractor the client still enjoys full statutory rights.

In the event of a delay, the client is entitled to demand a contractual penalty of 0.28 percent of the total value for each calendar day up to a maximum of 5% of the value of the contract. The contractual penalty shall count toward the total amount of any claim for loss caused by the delay. The client reserves the right

to apply the contractual penalty at any point up until the final payment. In particular, we are entitled, upon expiry of a reasonable grace period, to demand compensation instead of demanding the performance of the contract, provided that a notice period is unreasonable for us due to the urgency of the delivery/service.

5 Prices and payment conditions

The net price stipulated in the order shall be binding and is understood as fixed, and rules out any subsequent claims insofar as nothing else is stipulated in the order.

All delivery costs, including packaging, transport (including insurance), freight and customs charges involved in reaching the delivery address/place of use/place of performance will be charged to the contractor. Delivery is free of charge and included in the fixed price.

Additional deliveries/services or amendments to them are only compensated when a supplementary agreement has been agreed in writing before the service is performed.

6 Financial statements and payment

The invoice must be sent with the order number, frame number and contract number of the item clearly visible, and it must be possible to check it using the order of the positions and the terms and names of the contractual documents together on the invoice address given on the order. The contractor's VAT ID number and tax number must be shown separately in the invoice, as must the net amount, the rate of VAT applicable, the amount of VAT payable and the gross amount. Prepayment or advance payments made by us must likewise be stated individually in the invoice, separated by net amount, the rate of VAT applicable, the amount of VAT payable as well as the gross amount.

The contractor must attach a valid certificate of exemption from the respective tax office in the event of any construction services.

Unless other arrangements have been made in writing, payment is made within 14 days calculated from the date of delivery and receipt of the invoice with a 2% discount, or within 30 days without any discount pending a final inspection.

Timeliness of payment being made by the client shall be determined based on the transfer order being executed by the bank or the cheque being posted.

Section 286 Para 3 of the German Civil Code (BGB) will not apply in this instance.

In the event of any defects, the client is entitled to right of retention insofar as it is proportionate to the defects and the estimated costs of remedying the defect.

We are entitled to offset payments to the extent authorised by law.

7 Transfer of risk/acceptance

For every delivery or service rendered by the contractor, the risk is considered to be transferred upon acknowledgement of receipt at the client's reception point unless otherwise agreed in writing. A quality inspection, technical inspection or official inspection (e.g. TÜV) does not replace the transfer of risk mentioned above or the acceptance of the delivery or service.

The danger is only transferred to the client upon acceptance of the delivery or service at the designated delivery address/place of use.

Sections 447 Para 1 and 644 Para 2 BGB are excluded.

8 Transfer of ownership/property

All deliveries and services performed in fulfilment of the contract together with the accompanying documentation become property of the client upon acceptance of the delivery, or in the event of services with the services being performed. Existing rights of third parties to the item for delivery shall be disclosed to us without us being asked.

All drawings, patterns, models and documents provided to the contractor for the purpose of fulfilling the order remain the property of the client and may only be provided to third parties with express written permission.

9 Warranties

If the delivery or the services provided by the contractor should prove to be deficient, we are entitled to demand for the defects to be remedied either through improvements being made or the services being repeated at our own discretion, the costs of which are to be charged to the contractor.

The delivery or service is only deemed to have been completed when the object of the contract, which has the agreed or expected quality and the required features, exactly matches the diagrams and specifications and complies with the generally recognised state of the art as well as the respective relevant legal and official regulations. The delivery/service must not be subject to a material or legal defect which increases or reduces the suitability of the delivery/service for its intended use.

Where the contractor fails on first notification to correct the errors and defects within a reasonable period of time set by us, in urgent cases we are entitled to arrange the repairs ourselves or engage a third party to do so at the contractor's expense without any further ado or setting any further deadlines, having first consulted with the contractor. The improvements are regarded as having failed after the first unsuccessful attempt. The client is also entitled to pull out of the contract and claim compensation in lieu of full performance in the case of only slight variation from the agreed quality or in the case of only slight impairment of serviceability.

In case of a warranty claim, the contractor must also bear the costs for detecting the defects or damages and the causes thereof, as well as any costs incurred by the client during the course of development, transportation, investigation, repairs and assembly. If the contractor has caused the defect as a result of malice or gross negligence, the client is then liable to charge the contractor for the costs of any subsequent damage caused as a result.

In any event, the contractor bears responsibility, even without negligence, for all supplies and performances it has procured, just as for its own.

The client still enjoys statutory rights in the event of non-compliance with the guarantee of quality or durability on behalf of the contractor.

The warranty period begins at the time of the transfer of risk, which is two years from acceptance of the contract in the event of work and services and five years for building structures, unless a longer period has been agreed in the individual case. In the event of defects being discovered by the contractor, the warranty period is extended by the period of time from the complaint being received to the repairs being handed over or accepted. For parts which have been reconditioned, repaired or improved, the warranty period restarts from the beginning with the acceptance of the improvements.

10 Liability

The contractor is liable for bodily injury and material, financial and environmental damage in accordance with the statutory provisions. It is also liable for the fulfilment of its contractual obligations when these damages have been caused when fulfilling these contractual obligations.

It waives the possibility of reducing its workload in accordance with Section 831 BGB.

Insofar as the contractor is responsible for damage to a product, it shall be required to release us from third party compensation claims at first request, insofar as the cause lies within its domain and the contractor is itself liable with respect to outside parties.

The liability of the contractor is not restricted or limited by the fact that the liability insurance to be maintained by the contractor does not cover any damage which has been incurred or only covers it in part.

11 Property rights

The contractor promises that it is the owner of all rights associated with its delivery or performance, and that the rights of third parties (patent, copyright and service rights) are not infringed by it.

If a third party brings infringement claims against us, the contractor is obliged to indemnify us from these claims upon the first written request. We are not entitled to make any agreement with the third party without the approval of the contractor.

The indemnity obligation on behalf of the contractor relates to all costs necessarily incurred in connection with a third party claim.

12 Paying the legal minimum wage as per the minimum wage law (MiLoG)

The contractor promises to pay its employees the legal minimum wage and also to oblige its subcontractors as well as additional contractors employed by them to do the same. The contractor explains that it is not excluded from being awarded public contracts.

The following applies in the event that work or services are to be rendered in the economic activities or sectors named in Section 2a of the Act to Combat Clandestine Employment:

The contractor is obliged to provide proof that it has paid the minimum wage upon request by the client at any time, and if applicable to do the same for its subcontractors for the last two years covered by the obligation to keep records stipulated in Section 17 MiLoG. This proof must be provided by submitting the relevant records (in anonymised form) about the number of hours worked and the corresponding salary payments made.

Should a claim be made by the client through a third party in this regard (Section 13 MiLoG, Section 14 AEntG), the contractor will exempt the client from all claims including defence costs the first time this is requested in writing.

If the contractor is in violation of the regulations specified here, the client is entitled to terminate the contractual relationship without observing a notice period.

13 Code of conduct and company guidelines (quality, safety, environment, energy, ethics, compliance)

The client makes explicit reference to the "VINCI Code of Ethics and Conduct" from the VINCI/Entrepose/Geostock Group as it applies in the company, which can be seen in the areas of Purchasing/Administration. The client expects the contractor to support the compliance of the principles and rules contained therein and to make sure that it is familiar with the principles established

regarding human rights, working relationships and the environment as well as against corruption and guarantees that the applicable legislation will be adhered to.

As part of the Health, Safety and the Environment guidelines (HSE), the client is entitled to conduct random spot-checks as part of auditing whether the relevant standards are being adhered to by the contractor.

As a company which places particular value on sustainability and protecting the environment when providing its services, we highlight the fact that we are implementing an energy management system in the company in accordance with DIN EN ISO 50001.

As a result of this, the client prioritises the use of energy-saving and environmentally-friendly products and services. The contractor is obliged to suggest environmentally-friendly and energy-efficient components. Factors such as environmental protection and energy efficiency are taken into account when awarding the contract.

14. Cession

The contractor is not authorised to assign claims against us to third parties or to have them collected by third parties without obtaining our written consent in advance.

15 Third-party access

Materials supplied by the contractor are separated from other materials, marked as our property and safeguarded with due commercial caution. The contractor is obliged to prevent third parties from accessing them.

16 Safety regulations

Provided that the order consists of machines, devices, vehicles, contract works and the like, appropriate safety regulations must be implemented which are issued by the relevant authorities. In addition, without this requiring any special order or reference, protective regulations must be complied with which are required by

- EU directives (e.g. the Machinery Directive and Directive for Personal Protective Equipment),
- German laws and ordinances (e.g. the Device Safety Law, occupational safety, Ordinance on Industrial Safety and Health, Ordinance on Hazardous Substances, Closed Substance Cycle and Waste Management Act),
- the accident prevention regulations of professional associations (including security regulations and information sheets),
- protective equipment required by EN and DIN standards

in accordance with the state of the art or contract works. Generally accepted health and safety provisions must be taken into account.

17 Confidentiality

The contractor is obliged not to disclose any findings, documents, information, and commercial processes of the client which it has become aware of during the process of fulfilling the contract. They may only be disclosed to third parties with our explicit consent.

18 Place of performance and jurisdiction

The place of performance for the supply of goods and provision of services by the contractor is the delivery address/place of use indicated in the order.

Insofar as the contractor is a businessperson, legal entity under public law or special fund under public law, the place of jurisdiction shall be Potsdam.

19 Data storage

Notification according to Section 33 Para 1 of the German Data Protection Act:

We wish to point out that we will process and use the data required for the purposes of executing the contractual relationship.

Permission to store personal information is assumed with the acceptance of the Conditions of Purchase.

20 Partial invalidity

If any provision in these conditions is or becomes invalid it does not affect the validity of this or any other provisions or agreements.

The parties to the contract shall endeavour to replace any such invalid provision with another provision which comes as close as possible to the desired provision from a technical, legal and economic viewpoint as per Sections 133 and 157 BGB.

21 Choice of law

The legal relationship between us and the contractor is subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods does not apply.