

A General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A)

1. Scope

InfraLeuna GmbH is hereinafter referred to as the “**Customer**” and the other party to the contract is referred to as the “**Contractor**”. The Contractor and the Customer together constitute the “**Parties**”.

- 1.1 All present and future Customer orders and contracts shall be placed and awarded exclusively on the basis of these Terms and Conditions for the Purchase of Supplies and Services (“**Purchase Terms**”). Any of the Contractor's general terms and conditions (including any codes of conduct) that conflict with or deviate from these Purchase Terms shall not become part of the contract, even if the Customer does not expressly object to them. This shall also apply if the Customer unconditionally accepts the supply or service in the knowledge that the Contractor's general terms and conditions conflict with or deviate from these Purchase Terms.
- 1.2 Any deviations from and/or modifications to these Purchase Terms that have been agreed upon in writing shall only apply to the order in question.
- 1.3 Construction and engineering services, design and planning services, and expert opinions are subject not only to these General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) but also to the Supplementary General Terms and Conditions of InfraLeuna GmbH for Construction and Engineering Services (Part B), for Design and Planning Services (Part C), and for Expert Opinions (Part D). In addition to these General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) and the Supplementary General Terms and Conditions of InfraLeuna GmbH, special terms and conditions (e.g., VOB/B, VOB/C and VOL/B) shall apply wherever this is stated in the Supplementary General Terms and Conditions of InfraLeuna GmbH or wherever the Customer expressly refers to their applicability in the request. In the event of any conflict between or among provisions, these General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) shall have precedence over the special terms and conditions.

2. Tenders

- 2.1 The Contractor's tender shall correspond exactly to the specifications and wording of the Customer's request. Any discrepancies shall be indicated in writing. Variant solutions are permitted, provided that they are expressly designated as such by the Contractor.
- 2.2 The Contractor's tender is binding and shall be submitted free of charge, but it does not create any obligations for the Customer. This is also the case if the contract is not awarded.

3. Orders; Scope of Work Changes

- 3.1 Orders are only binding for the Customer if they are placed in writing. Any agreements or side agreements made orally or by phone will only be effective if the Customer confirms them in writing.

- 3.2 The Customer may revoke the order by returning the Customer's order confirmation bearing the Contractor's signature if the Contractor does not accept the order within a period of two weeks, calculated from the date of receipt of the Customer's order, and if no services have been provided in the meantime.

- 3.3 The Contractor shall clearly indicate any changes made to the order. A contract shall only be formed if the Customer agrees to such changes in writing.

- 3.4 The Contractor shall notify the Customer in writing without undue delay of any changes to the supply or service scope.

- 3.5 The Contractor shall review any change requests from the Customer with a view to their potential consequences within eight days and shall notify the Customer in writing of the results. In particular, the Contractor shall communicate the impact on the technical execution, costs, and schedule. If the Customer chooses to make the change, the order will be amended accordingly in writing.

4. Supply and Service Period; Liquidated Damages

- 4.1 The supply or service deadlines set forth in the order are binding. Compliance with the supply deadline or service period shall be determined by the date that the supply is received at the place of destination or the timely completion of the acceptable service, respectively.

- 4.2 The Contractor shall notify the Customer in writing without delay if circumstances arise or become apparent that prevent the agreed-upon deadline from being met. Any failure on the part of the Contractor to provide such notification shall bar the Contractor from invoking such circumstances against the Customer.

- 4.3 The Customer may claim liquidated damages if a firm supply or service deadline is missed due to circumstances attributable to the Contractor. They shall amount to the following:

- in the event of culpable failure to meet the goods delivery deadline: 0.1% of the stipulated gross order amount for each business day of delay or 5% of the stipulated gross order amount, whichever is less;
- in the event of culpable failure to meet final completion deadlines: 0.1% of the stipulated gross order amount or gross total fee for each business day of delay or 5% of the stipulated gross order amount or gross total fee, whichever is less;
- in the event of culpable failure to meet interim deadlines: 0.1% of the gross order amount or gross total fee for the service to be provided by the respective interim deadline for each business day of delay or 3% of the stipulated gross order amount or gross total fee, whichever is less.

Liquidated damages incurred for missing an interim deadline shall be applied toward liquidated damages that are subsequently incurred for missing any additional interim deadline and/or the final completion deadline. The right to claim damages in excess of the liquidated damages shall remain unaffected. The liquidated damages shall be applied toward the claimed damages.

Unconditional acceptance of the service does not constitute a waiver of any liquidated damages that may be due. Liquidated damages can still be claimed until the final payment is made.

5. Prices

5.1 All prices are quoted in euros (€). Unless otherwise stated, the prices quoted in the order are fixed prices (plus statutory VAT) that exclude additional charges of any kind.

5.2 The prices will remain in force even if quantities change unless one Party is entitled by law to a price revision, especially if the Party cannot reasonably be expected to accept the prices, as set forth in German Civil Code (BGB) § 313(1), given the actual scope of services and the resulting changes in quantities and dimensions.

5.3 Labor hour work shall only be performed if explicitly instructed by the Customer. The Customer shall be notified in writing well in advance of the commencement of labor hour work. The estimated number of required hours shall be set out in writing. The Contractor shall submit hourly time sheets to the Customer each day after completion of the work. The Customer's signature on an hourly time sheet does not constitute acknowledgment. The Customer reserves the right to review any hourly time sheet.

6. Invoice; Terms of Payment

6.1 Invoices shall be sent together with the necessary invoice documents, preferably in electronic form, to the billing address specified in the order after the supply/service has been provided. The statutory value added tax shall be shown separately on each invoice.

6.2 The Customer shall only process those invoices that comply with the provisions of German Value Added Tax Act (UStG) § 14 and § 14a; failure to comply with this obligation will result in the Customer returning the invoice to the Contractor. The Contractor shall include the Customer's order number on each invoice.

6.3 The stipulated price shall be due for payment within 30 days of completing the supply/service (including any stipulated acceptance) and receipt of a proper invoice as defined in Sections 6.1 and 6.2. The Customer shall pay the stipulated price within 30 days of receipt of the invoice without any deductions unless otherwise stipulated in writing.

7. Acceptance

7.1 Where the Parties have entered into a contract for work and services, the acceptance of the work ("Werk") shall be formal, i.e. it shall be completed by means of a written acceptance report to be signed by the Customer and the Contractor. The use of all or some of the services provided by the Contractor shall not constitute tacit acceptance. The Customer may provide an appropriate acceptance report based on its existing template.

7.2 Progress or partial payments made by the Customer do not constitute a waiver of formal acceptance.

8. Contractor Liability/Warranty

8.1 The Contractor warrants that all supplies and services comply with the applicable statutory provisions, the

state of the art, and the regulations and guidelines of authorities, employers' liability insurance associations, and professional associations, in particular with regard to occupational safety, health, and environmental protection, and that they are provided along with the necessary protective devices and instructions for use and that the necessary documentation is also supplied.

8.2 The Contractor warrants that the supplies and services are in accordance with their intended use, the specifications and samples mentioned in the order, and the product/service-related advertising statements.

8.3 Absent an agreement to the contrary, the Contractor shall ensure the availability of all spare parts necessary for the proper use of the supply/service for a period of 10 years.

8.4 Unless otherwise stipulated in these Purchase Terms, the Contractor's liability shall be governed by the applicable statutory provisions.

8.5 The limitation period for the assertion of claims for defects by the Customer shall be governed by the applicable statutory provisions.

9. Guarantees; Security

9.1 Where the Parties agree on advance payments, the Contractor shall provide the Customer with a guarantee in accordance with Section 9.5 for the gross billing amount of the advance payments made by the Customer as security for the repayment of these advance payments immediately after the order has been placed.

9.2 Where the Parties have stipulated that the Contractor shall provide a performance bond, the Contractor shall provide the Customer with a performance bond in accordance with Section 9.5 for 10% of the gross order amount (order amount without cash discount plus statutory value added tax) as security for the contractual performance of the contracted services, including damages, liquidated damages, and the reimbursement of overpayments, immediately after the order has been placed.

9.3 The Customer may withhold 5% of the gross billing amount from the final invoice to ensure the complete handover of any required or contractually stipulated defect-free documentation.

9.4 The Customer may withhold 5% of the gross billing amount of the final invoice as security for any claims for defects for the duration of the limitation period that applies to such claims. The Contractor can replace this withheld security by providing a defects liability bond for the same amount in accordance with Section 9.5.

9.5 Any guarantee that the Contractor is required to provide shall be a perpetual, irrevocable, and directly enforceable guarantee issued by a bank or insurance company subject to the supervision of the German Federal Financial Supervisory Authority ("Bundesanstalt für Finanzdienstleistungsaufsicht") or a bank subject to the supervision of the European Central Bank and domiciled in Germany. The guarantor shall waive the defenses of avoidance, set-off, and unexhausted remedies as per German Civil Code (BGB) § 770 and § 771; the defense of set-off is not waived where the counterclaim is already undisputed or upheld by final and

absolute judgment, and the defense of avoidance is not waived where the counterclaim is based on fraudulent misrepresentation. The bond shall not allow the deposition of valuables in an officially designated place if the creditor fails to accept performance in time ("*Hinterlegung*").

- 9.6 Group guarantees are also permitted, provided that they meet the conditions set forth in Section 9.5 and are issued under the laws of the Federal Republic of Germany.

10. Minimum Wage Act; German Posted Workers Act

- 10.1 The Contractor shall comply with the provisions of the German Posted Workers Act (AEntG) and the German Minimum Wage Act (MiLoG), in particular pay the statutory minimum wage regularly in a timely manner. The Contractor shall ensure that any subcontractors or temporary work agencies which it may retain also comply with these laws and impose the same obligations on any subcontractors or temporary work agencies which they may retain themselves.

- 10.2 The Contractor shall indemnify the Customer against any liability under German Minimum Wage Act § 13 in conjunction with German Posted Workers Act § 14 if the provisions of MiLoG/AEntG have been violated by the Contractor or a subcontractor of the Contractor or a temporary employment agency engaged by the Contractor or a subcontractor.

11. Execution; Safety, Health, Environment

- 11.1 The Contractor shall provide the supplies and services through its own expert personnel. The Contractor may not subcontract any work assigned to it without the prior written consent of the Customer.

- 11.2 The Contractor shall familiarize itself with the Customer's safety (including occupational safety), health, and environmental protection regulations that apply to contractors as well as the site policies applicable at the Leuna Chemical Complex before entering the premises. They will be made available to the Contractor in electronic form upon request. The site policies can be requested online at www.infraleuna.de/en/contact.

- 11.3 The Contractor shall ensure that all of the Customer's safety (including occupational safety), health, and environmental protection regulations that apply to contractors, the site policies applicable at the Leuna Chemical Complex, and all government orders are followed. The Contractor shall also ensure that they are followed by any subcontractors that it may engage. Work at the Leuna Chemical Complex may only be commenced following instructions by the Customer.

- 11.4 Where the Contractor delivers substances that are hazardous within the meaning of the Hazardous Substances Regulation (GefStoffV), the Contractor shall be required to provide product information prior to delivery, including, without limitation, safety data sheets, without being requested to do so. The foregoing shall also apply to information regarding legally required marketing restrictions.

- 11.5 The Contractor shall recycle or dispose of any waste resulting from the Contractor's supplies/services at its own expense in accordance with the applicable

provisions of waste management law unless otherwise stipulated in writing. Ownership, risk, and responsibility under waste legislation shall pass to the Contractor at the time the waste is produced.

- 11.6 The Customer may, after consultation with the Contractor, carry out quality controls at the Contractor's or its subcontractor's plant at any time.

12. Sustainability

- 12.1 The Customer's sustainability strategy includes long-term goals for improving environmental performance and meeting the needs of the present without compromising the ability of future generations to meet their own needs. As part of this strategy, the Contractor shall be required to:

- Organize its own business processes in a sustainable manner, in particular by taking measures to reduce greenhouse gas emissions and to improve and promote energy and resource efficiency (own sustainability)
- Ensure that its operations and products have the least possible impact on the environment, in particular through measures to protect water and air quality, including the responsible management of waste and water consumption (own environmental stewardship)
- Continually improve its environmental, health, and safety standards, for example by implementing appropriate management systems and providing regular employee training (own improvement process)

The Customer may verify compliance with these requirements by taking appropriate measures or by having them verified by third parties (supplier audit). Suppliers agree to take corrective action within a reasonable time frame when violations are identified.

13. Place of Performance; Transfer of Risk; Delivery

- 13.1 Absent an agreement to the contrary, deliveries shall be made "free place of destination" including the cost of shipping, freight, packaging, and insurance, by the service deadline and at the service location specified in the order during the Customer's regular business hours.

- 13.2 The place of performance for all supplies and services shall be the destination specified by the Customer (delivery or shipping address). For all other obligations of the Parties, the place of performance shall be Leuna.

- 13.3 The risk shall pass to the Customer when the supplies or services are provided to or accepted by the Customer. Where formal acceptance has been expressly stipulated, the scope and time of acceptance shall be determined well in advance with the specified acceptor. The Contractor shall cover the acceptance costs.

- 13.4 Any excess or short provision of services, partial supplies/services, or other deviations from the order shall only be accepted by the Customer if the Customer has given its prior written consent.

- 13.5 Where there is a discrepancy in weight, the weight determined by the Customer at the time of receipt shall take precedence unless the Contractor can prove that it

calculated the weight using a generally accepted method.

13.6 Proper performance of the supply and service shall also include the provision of quality certificates and the performance of all officially required tests and acceptances (e.g., TÜV or similar institutions). A supply/service shall not be deemed to have been made unless certificates have been presented for all parts that require certification.

13.7 Supplies shall be packaged in such a manner as to prevent damage in transit. The costs resulting from misdirected supplies shall be borne by the Contractor if the Contractor is responsible for the transport or the misdirection of the transport.

14. Insurance

14.1 The Contractor shall ensure that supplied items are adequately covered by transport insurance.

14.2 For the duration of the contract—including the warranty and guarantee periods—the Contractor shall, at its own expense, maintain liability insurance for all supplies and services with a minimum coverage of EUR 2.5 million for personal injury, property damage, environmental damage, and pecuniary loss per claim, as well as any other insurance required by law. The Contractor shall provide proof of insurance if requested by the Customer.

14.3 The Contractor shall notify the Customer in writing and without delay if all or part of the insurance coverage has expired. To do so, the Contractor shall provide written confirmation from the insurer stating the new coverage or termination of coverage, as applicable.

15. Property Rights and Licenses

15.1 The Contractor warrants that the supplies and services do not infringe any patents, licenses, or other industrial property rights of third parties. The Contractor agrees to hold the Customer harmless from and against any and all claims of third parties and to be liable for any damages incurred.

15.2 The Customer has a transferable right of use to all of the Contractor's plans and services. The Contractor shall conclude a similar agreement with the designers (e.g., architects, engineers) and subcontractors it employs.

15.3 The Customer has a comprehensive right of use to any software that the Contractor creates or supplies on the Customer's orders. The Customer may use and employ this software within the company as it sees fit. The Contractor shall also be required to provide the Customer with software documentation that shows the Customer the values that have been entered by the Contractor (maintenance documentation).

16. Confidentiality; Publication/Advertising

16.1 The Contractor shall keep any and all of the Customer's information and documents strictly confidential for the duration of the contractual relationship and for a further five years after its termination until they become public knowledge. The Contractor shall, in writing, impose the same level of confidentiality on its sub-contractors as

well as on agents or servants for whom it is vicariously liable.

16.2 Documents of any kind provided to Contractor shall remain the property of the Customer. The Contractor shall return these documents to the Customer upon the latter's request, at the latest upon termination of the contractual relationship.

16.3 Any evaluation or disclosure of the business relationship with the Customer in publications or for advertising purposes is only permitted with the Customer's express prior written consent.

16.4 Photographing, filming, or videotaping any part of the Leuna Chemical Complex shall only be permitted with the prior written consent of the Customer.

17. Data Protection

17.1 The Contractor agrees to comply with and implement the applicable provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSchG).

17.2 Where the Contractor processes personal data of the Customer within the scope of the contracted service, the Contractor shall enter into a separate agreement with the Customer on data protection and data security in contractual relationships pursuant to GDPR Article 28(3). Where the Contractor processes such data at a location outside of a Member State of the European Union or another state that is party to the Agreement on the European Economic Area, the Contractor shall enter into additional agreements with the Customer to ensure an adequate level of data protection at the Contractor's site.

17.3 The Contractor agrees to collect, process, disclose, make available, store, or otherwise use personal data solely for the purpose of performing the contract and, subsequently, to store the data exclusively for the purpose of complying with statutory retention period requirements. The Contractor shall ensure that all individuals employed by it for this contract are trained in data protection prior to starting work and are also required not to collect, process, or use personal data without authorization. The Contractor shall provide this declaration of commitment to the Customer upon request.

17.4 The Customer may collect, process, disclose, make available, or otherwise use personal data in accordance with data protection regulations to the extent necessary for the performance of the contract.

17.5 The Customer's privacy policy can be accessed at the following link: www.infraleuna.de/en/datenschutz/.

18. Termination

18.1 Notices of termination must be made in written form to be effective.

18.2 The Customer may terminate the contract in whole or in part for cause. Cause shall be deemed to exist if, without limitation, the Contractor ceases to make payments, if a provisional trustee is appointed for the Contractor's assets, or if bankruptcy proceedings are initiated against the Contractor or are dismissed for lack of assets.

19. Order Transfers; Non-Assignment

- 19.1 The Contractor may not assign the order, in whole or in substantial part, to any third party without the prior written consent of the Customer (see Section 11.1). The Contractor shall remain responsible for the performance of the contract even if the Customer gives its consent.
- 19.2 The Contractor may not assign all or parts of any claims against the Customer or have them collected by a third party without the prior written consent of the Customer. The assignment shall, however, remain effective if the Contractor assigns claims against the Customer without the Customer's consent. However, the Customer may choose to pay the Contractor or the third party with discharging effect.

20. Set-Off; Transfer of Contract, Change of Company Name

- 20.1 The Contractor's claims may only be set off against claims that are undisputed or upheld by final and absolute judgment.
- 20.2 The Contractor shall promptly notify the Customer of any transfer of the contract by operation of law and of any change in the Contractor's company name.

21. Applicable Law; Contract Language; Invalidity; Jurisdiction

- 21.1 These Purchase Terms and any contracts entered into pursuant to these Purchase Terms shall be governed by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods is excluded from application. The contract language is German.
- 21.2 The invalidity of any provision (or any part of any provision) of these Purchase Terms shall not affect the validity of the remaining provisions. The Contractor shall come to an agreement with the Customer to replace the invalid part of the provision with such legal provision as most closely approximates the intent of the invalid provision.
- 21.3 Where the Contractor is a merchant ("*Kaufmann*") as defined by the German Commercial Code (HGB), a legal public entity or a special fund organized under public law, the Customer's domicile shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, the Customer may bring action against the Contractor before the court that has jurisdiction over the Contractor's domicile.

B Supplementary General Terms and Conditions of InfraLeuna GmbH for Construction and Engineering Services (Part B)

1. Scope; Order of Precedence

Wherever the subject of the order is the provision of construction and/or engineering services by the Contractor, the rights and obligations of the Parties shall be determined in accordance with the following documents and conditions, which shall also form the basis of the contract:

- a) the order along with the
 - specification and/or bill of quantities;
 - documents provided by the Customer (for construction services, especially technical drawings, building specifications, site plans, building permits);
- b) the following Supplementary General Terms and Conditions of InfraLeuna GmbH for Construction and Engineering Services (Part B);
- c) General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A);
- d) the German Construction Contract Procedures (VOB), Parts B and C, in the then-current version;
- e) the statutory provisions set out in German Civil Code (BGB) § 631 et seq.;

with the ranking of the contractual bases being determined by the order of the above list.

2. Contractor's Performance Obligations

- 2.1 Structures and plants shall be constructed in such a way that they are functional and can be freely used for the purpose intended by the Customer. The Contractor shall immediately notify the Customer in writing of any existing or suspected discrepancies or inconclusive performance specifications identified in the request, in order to coordinate proper performance of the service.
- 2.2 The Contractor shall perform its services in accordance with the requirements set forth in Sections 9.1 to 9.3 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) and in accordance with the safety, health, and environmental protection regulations applicable at the Leuna Chemical Complex (see Section 11. of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A)).
- 2.3 The Contractor shall provide any and all services specified in the specifications or bill of quantities, including any and all required or contractually stipulated documentation. In the event that the Contractor fails to provide information on line items in the bill of quantities, or deletes information contained therein, this shall not mean that the services relating to these line items are not part of the contract if they prove necessary in the course of the work and this was apparent to the Contractor at the time the tender was dutifully prepared.

Their remuneration is included in the amount for the entire contract.

- 2.4 If any work is identified as "optional" (alternate line item) or "as needed" (contingent line item) in the specification or bill of quantities, the Contractor shall perform the work/service described in such line items at the request of the Customer.

- 2.5 Within the scope of its performance, the Contractor shall:

- obtain and maintain necessary access to construction sites, including keeping access routes clear and maintaining traffic flow;
- connect its construction site facilities to the Customer's existing supply and disposal networks at its own expense if the Contractor does not have its own disposal facilities.

- 2.6 The Contractor shall, at its own expense on each work-day or as required, remove from its work areas and from the roads it may use any debris (e.g., construction waste, material residues) which it or its subcontractors may have caused during the performance of its work. Failure of the Contractor to clean the premises in a timely manner shall entitle the Customer to hire a third party to clean the premises at the expense of the Contractor after a reasonable grace period granted to the Contractor has expired without result. The Contractor shall take reasonable precautions to ensure that third parties do not leave debris or other waste at the construction or installation sites. Failing that, the Contractor shall be responsible for cleaning up such debris or other waste unless the Contractor can present the Customer with proof of who generated the waste. Multiple contractors working at the same construction or installation site shall coordinate their actions among themselves.

- 2.7 Upon completion of its work, the Contractor shall, at its own expense, restore the construction or installation site, including the storage and working areas provided for its use, as well as the access roads, to their original condition.

- 2.8 Section 5.3 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) shall apply to labor hour work on the understanding that hourly time sheets shall be prepared weekly and submitted to the Customer for signing.

3. Other Obligations of the Contractor

- 3.1 The Contractor has the right and obligation to protect the rights and interests of the Customer within the scope of the services assigned to it. The Contractor shall, inter alia, inform the Customer in writing without delay if:
 - it sees any concerns regarding, or obstacles to, the legal or practical feasibility of its services;
 - it believes that there are grounds for claims against the companies commissioned with the (construction or installation) planning or the construction or installation work due to faulty or defective services. The Customer shall be responsible for asserting such claims.

- 3.2 Prior to the commencement of the services, the Contractor shall appoint a site manager/site representative who will supervise the work on behalf of the Contractor, be authorized to represent the Contractor, be responsible for safety matters, and be continuously present at the site while the work is being done. At the request of the Customer, the Contractor shall obtain the Customer's authorization to commence construction prior to commencing the services.
- 3.3 In justified cases, the Contractor shall provide the Customer and the inspection authorities with information about its services at short notice without receiving additional remuneration. This shall also apply after the completion of its work up to the end of the warranty period.
- 3.4 The Contractor shall, without additional remuneration, prepare an informative schedule (construction schedule) at the start of work that provides a breakdown into trades, axes, and/or subsections as necessary. The format and precise content shall be defined in consultation with the Customer.
- 3.5 The Contractor shall, without additional remuneration, keep a work register if the Contractor and the Customer agree that a work register must be kept.
- 3.6 The Contractor shall notify the Customer in writing without undue delay if it becomes apparent that actual quantities will exceed or fall below the quantities quoted in an existing bill of quantities by more than 10% (VOB/B § 2(2) and (3)). Where this results in different unit prices or the costs exceeding or falling below the overall cost range set out in the bill of quantities, the Contractor shall exercise reasonable effort to identify possible savings.
- 3.7 Any assignment of the Contractor's services to third parties shall be subject to Sections 11.1 and 19.1 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A). Group companies and subsidiaries shall also be considered third parties. The Customer shall only refuse to give its consent if there are obvious concerns regarding the subcontractor's ability or reliability.
- 3.8 The Contractor shall immediately inform the Customer in order to coordinate any necessary steps if it encounters obstacles during the performance of its services that significantly impede the progress of the construction or installation.
- 3.9 In the event of force majeure, the Parties shall take all possible and necessary measures to remedy disruptions and impediments, as well as to fulfill their duties to exercise care and diligence, provide information, and ensure security.
- 3.10 All structures and facilities built as part of the construction, as well as technical services such as underground cables, pipelines, and foundations, shall be surveyed and mapped in the Customer's geographic information system (GIS). GIS mapping is not included in the order. It is done by a surveying company hired and approved by the Customer. The Contractor shall give the surveying company the time and opportunity to measure the structures and facilities. The Contractor shall communicate directly with the appropriate surveying company depending on the construction progress. Excavation pits may not be backfilled until the survey work has been completed and a backfill plan is available. For this

reason, the Contractor shall, well in advance of backfilling, notify the Customer of, among other things, the completion of areas that will not be accessible at a later date, e.g., trenches with underground cables/pipes, and shall request their acceptance. If any excavation pits containing structural installations such as cables or pipes have been covered with backfill before the survey work is done, the Customer may request that they be exposed at the Contractor's expense. This shall not affect the Contractor's surveying work and documentation of its services.

- 3.11 The Contractor shall maintain confidentiality (see Section 16.1 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A)). In particular, the Contractor shall not share any plans or other documents with third parties, otherwise make them available to third parties, or provide any information relating to the project. Where this is necessary for the fulfillment of the order, the written consent of the Customer shall be obtained in advance and the third party shall be bound in writing to confidentiality.

4. Customer's Authority to Issue Instructions

- 4.1 The Customer may at any time issue instructions to the Contractor and its subcontractors, in particular with regard to safety issues. Instructions are given by the Customer's occupational health and safety officer or designated health and safety coordinator. The Contractor shall structure contracts with any subcontractors it may engage in such a way that the Customer is authorized to issue instructions to them at any time.
- 4.2 In the event of gross violations of applicable safety regulations, the Customer is authorized to immediately deny the Contractor's employees, as well as the employees of subcontractors, permission to enter or remain on the site. The Contractor shall immediately provide a suitable replacement. Any resulting delays shall be the responsibility of the Contractor.
- 4.3 If it becomes apparent to the Customer that the Contractor will not be able to meet the stipulated deadlines due to circumstances within the Contractor's organization, in particular due to insufficiently skilled or insufficiently available personnel, or due to other reasons attributable to the Contractor, the Contractor shall take appropriate remedial action within four working days of being instructed to do so by the Customer. Any resulting additional costs, including, without limitation, for necessary overtime, shall be borne by the Contractor. This shall be without prejudice to further claims for damages or the right to withdraw the order in accordance with VOB/B § 5(4).
- 4.4 The Customer may at any time check the Contractor's services to verify their compliance with the contractual terms and conditions. Defects proven to exist by the Customer during the inspections shall be remedied by the Contractor at its expense so that the services comply with the contractually agreed upon properties. Subsequently, the services found by the Customer to be defective shall be presented again. Any resulting additional costs shall be borne by the Contractor. Partial acceptance is not allowed. This shall be without prejudice to the Customer's other rights.

5. Remuneration

5.1 The stipulated remuneration shall cover all of the Contractor's costs, including, without limitation:

- for the construction facilities and equipment, in order to prevent damage, in particular due to water and winter conditions (frost, snow, ice), for the removal of snow and ice, insofar as this is necessary for the proper performance of the services by the Contractor;
- for the transportation of personnel to and from the site and for transportation vehicles, housing and other equipment, including the relocation of such items during the performance of the contract.

5.2 The Contractor shall include in its tender the cost of company identification badges for access to the site, vehicle access passes, and digging permits.

5.3 Where a fixed price is stipulated for the service, no account will be taken of increases in wages, material prices, or other cost increases during the performance period, including completion date delays attributable to the Contractor.

5.4 The following applies to additional or reduced services:

- If the Contractor wishes to claim additional services for additional remuneration, the Contractor shall provide a verifiable quantity survey or equivalent verifiable proof of the services provided.
- Additional services that give rise to a claim for remuneration within the meaning of VOB/B § 2(7) can only be claimed if they cannot initially be offset by reduced services in other comparable line items in the bill of quantities and if they also exceed the gross order value of the relevant individual line item in the bill of quantities by more than 15%.

5.5 The Contractor shall immediately notify the Customer in writing if it becomes apparent to the Contractor that entire line items or parts of line items in the bill of quantities will not be carried out without this being requested by the Customer or impairing the functionality of the plant.

5.6 Stipulated cash and other discounts shall also apply to progress invoices and addenda.

5.7 Invoices shall be submitted with the necessary supporting documentation (e.g., quantity calculations – in approved bills of quantities –, billing drawings, rough sketches). Progress invoices shall be consecutively numbered and shall list, item by item, all scheduled and completed services. The final invoice shall be designated as such. Sections 6.1 to 6.3 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) shall apply in all other respects.

5.8 The Contractor may not invoke a change of position (BGB § 818(3)) if the Customer demands disgorgement of overpayments (BGB § 812 et seq).

6. Acceptance

6.1 The acceptance of the service shall be formal, i.e., by means of a written acceptance report to be signed by the Customer and the Contractor.

6.2 The cost of acceptance shall be borne by the Contractor if it requires a significant amount of work.

7. Contractor Liability/Warranty

7.1 Liability shall be governed by the provisions of the VOB/B in its then-current version, with the following additions.

7.2 The Customer shall not be liable for the loss, damage, or destruction of tools, materials, and other items brought to the site by the Contractor in the course of performing its services, nor for any construction or other materials provided by the Customer for the performance of the work.

7.3 The Contractor shall take measures to remedy defects immediately upon notification of the defects; the timing of the remedial work shall be coordinated with the Customer.

7.4 The warranty period is 5 years for construction work, structural components of plants and equipment, pipelines, corrosion protection, and for promised properties of the contractual services. The warranty period is 2 years for electrical systems, machinery, valves, and fittings. The only exceptions to both warranty periods are wearing parts. The foregoing also applies to services rendered until the early termination of the contractual relationship. Any changes to the warranty periods necessitated by the specific nature of the work being performed shall be agreed upon in writing for the sake of evidence preservation. The period begins to run upon acceptance of the last of the assigned services. Once the Customer has accepted defect remedy services, the warranty period for these services shall begin anew in accordance with VOB/B § 13(5) Section 1. The statute of limitations shall be suspended during any period in which the Parties negotiate the basis and scope of warranty claims. The Contractor's liability and warranty for the correctness and completeness of its services shall not be limited by the Customer's approval or consent or by the provision of documents.

8. Security Deposit

(For orders with a pre-tax value of over € 50,000, including addenda)

8.1 The Contractor shall provide the Customer with a security deposit for warranty, progress and advance payments in accordance with Section 10 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A). Security for progress payments shall be provided in cases where progress payments are stipulated on the basis of dates rather than progress and the progress payment is not based on a verifiable amount of work performed by the Contractor. Services within the meaning of these provisions shall not be deemed to have been provided until the products and materials supplied by the Contractor have been permanently installed.

8.2 The Customer shall release a warranty bond upon expiration of the warranty period or, if not all of the Customer's justified claims for rectification of defects have been satisfied by that time, upon acceptance of the work by the Customer. In the latter case, the Contractor may demand a reduction of the security to only cover the defective portion of the performance.

- 8.3 The Customer shall release bonds for advance payments and progress payments if the advance payment is covered by due payments for the provision of the Contractor's services or the installation of materials and supplies for which security has been provided.

9. Insurance

Notwithstanding Section 14.3 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A), the required commercial general liability insurance shall, at a minimum, provide the following coverage:

- Bodily injury: € 3.0 million
- Other losses: € 3.0 million
- Environmental liability insurance: € 3.0 million
- Environmental damage insurance: € 1.0 million

Where the tenderer is a group, the insurance shall cover all members of the group.

10. Termination/ Interruption of Work

- 10.1 The Customer may terminate the contract in whole or in part at any time in writing without giving notice or reasons. If the Customer terminates the contract, the Contractor shall receive the stipulated remuneration for the services rendered, less the expenses saved (see BGB § 648a). If a contingent line item (as-needed line item) is terminated, only the services up to the point of termination shall be eligible for payment.
- 10.2 The Customer may also terminate the contract for cause. Cause shall be deemed to exist if, without limitation:
- a) the Contractor engages subcontractors without having obtained the Customer's consent (Section 3.8);
 - b) the Contractor breaches the confidentiality provisions contained in Section 3.12;
 - c) the Contractor's insurance coverage expires in whole or in part without the Contractor providing equivalent security in its stead (Section 9.);
 - d) the Contractor or a subcontractor employed by the Contractor grossly and culpably violates the accident prevention and occupational safety regulations as well as generally recognized safety or occupational health rules;
 - e) the prerequisites set out in Section 18. of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) are met.
- 10.3 If the safety provisions set out in Section 10.2(d) are breached, the Contractor shall pay liquidated damages amounting to 5% of the stipulated gross order amount.
- 10.4 Objections or complaints by third parties regarding the planned structure or plant, whether or not they have a

suspensory effect, shall entitle the Customer to order the suspension of work until a final legally binding decision has been made.

Any such suspension, if lasting for more than three months, shall entitle the Contractor to terminate the contract. A fixed price commitment shall only be void if the original completion date is missed by more than three months.

C Supplementary General Terms and Conditions of InfraLeuna GmbH for Design and Planning Services (Part C)

1. Scope; Order of Precedence

Wherever the subject of the order is the provision of design and planning services by the Contractor, the rights and obligations of the Parties shall be determined in accordance with the following documents and conditions, which shall also form the basis of the contract:

- a) the order together with the data, documents, and records listed therein;
- b) the following Supplementary General Terms and Conditions of InfraLeuna GmbH for Design and Planning Services (Part C);
- c) General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A);
- d) the statutory provisions set out in BGB § 631 et seq.;

with the ranking of the contractual bases being determined by the order of the above list.

2. Contractor's Scope of Services and Performance Obligations

2.1 The services provided by the Contractor shall comply with statutory provisions, in particular the provisions of public law, and the recognized state of the art, and shall take into account the Customer's particular local circumstances.

2.2 In the design and planning documents prepared by the Contractor, the Contractor shall itemize the necessary work steps and expected material costs for completing the project being planned. The line items shall be formulated in such a way that the Contractor has a clear and unambiguous basis for calculating costs. Collective line items that result in mixed cost calculations do not meet these requirements. The Contractor shall coordinate the preparation of the planning and design documents with the Customer. The planning and design documents shall be submitted in written form (1 copy). In addition, the Contractor shall provide the Customer with the planning and design documents as an electronic file (data type DA 81 or DA 83) by email in accordance with GAEB (standard published by the German Joint Committee for Electronics in Construction). The Contractor shall ensure that the written version of the planning and design documents is identical to the version stored on a data storage medium or submitted in electronic form. Plans and drawings shall be supplied in duplicate as hard copies and digital copies by prior agreement. The cost of the documents and data storage media is included in the remuneration.

2.3 The Contractor shall timely ascertain whether its planning and designs run counter to any public law obstacles or concerns. This includes determining whether the project being planned requires a permit. In order to ensure that the necessary permitting procedures are carried out expeditiously, the Contractor shall, if necessary and after consulting with the Customer, contact the competent authorities at an early stage. The Contractor

shall promptly notify the Customer in writing of any concerns or impediments to the legal or practical feasibility of the project being planned. The Customer shall only be obligated to reimburse additional costs incurred as a result of the circumstances referenced in the previous paragraph if they are not attributable to planning or design errors on the part of the Contractor.

2.4 The Contractor shall coordinate its services with the Customer prior to their final design.

2.5 The Contractor shall also provide services not included in the contractual scope of services that the Customer additionally requests (addenda) in order to carry out the project being planned. The Contractor shall negotiate the remuneration for such work with the Customer prior to the commencement of the work; if the Contractor fails to do this, the remuneration shall be based on the agreed-upon rates for comparable work. In the absence of such agreed-upon rates, the Contractor shall charge the basic fee rate that results from applying the fee bases set out in § 6 of the Official Scale of Fees for Services by Architects and Engineers (HOAI) in the fee range determined by the Parties. However, services from the basic service catalogs of relevant HOAI service descriptions which the Contractor has expressly excluded from the scope of services in its tender and which subsequently prove to be necessary for proper planning and design shall not be deemed to be addenda as long as the Contractor has or should have recognized that the additional basic services are necessary for proper planning and design in the course of diligent tender preparations and subsequent contract negotiations. These services are an integral part of the Contractor's contractual obligations and are covered by the agreed-upon remuneration.

2.6 Section 5.3 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) shall apply to labor hour work on the understanding that hourly time sheets shall be prepared weekly and submitted to the Customer for signature.

2.7 Any assignment of the Contractor's services to third parties shall be subject to Sections 12.1 and 19.1 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A). Group companies and subsidiaries shall also be considered third parties. The Customer shall only refuse to give its consent if there are obvious concerns regarding the subcontractor's ability or reliability.

3. Other Obligations of the Contractor

3.1 The Contractor shall sign the documents it prepares as their author ("Verfasser").

3.2 The Contractor has the right and obligation to protect the rights and interests of the Customer within the scope of the services assigned to it.

3.3 In justified cases, the Contractor shall provide the Customer and the inspection authorities with information about its services at short notice without receiving additional remuneration. This shall also apply after completion of its work until acceptance of the planned structure or plant.

3.4 The Contractor shall maintain confidentiality (see Section 16.1 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A)). In particular, the Contractor shall not share any plans or other documents with third parties, otherwise make them available to third parties, or provide any information relating to the project being planned. Where this is necessary for the fulfillment of the order, the written consent of the Customer shall be obtained in advance and the third party shall be bound in writing to confidentiality.

4. Remuneration

4.1 Where a flat fee has been agreed upon, any additional services or reductions in services shall not be taken into account.

4.2 Where a fixed price is stipulated for the service, no account will be taken of increases in wages, material prices, or other cost increases during the performance period, including completion date delays attributable to the Contractor.

4.3 Additional expenses pursuant to HOAI § 14 shall be included in the remuneration for all fee types (unit, fixed, or flat).

4.4 Necessary revisions to the planning and design documents involving no change in the task and only minor changes to the Customer's requirements shall not establish a claim to additional remuneration.

4.5 Failure to timely submit hourly time sheets as required by Section 2.6 will result in them no longer being accepted as a basis for billing. In this case, only the labor hours estimated prior to the commencement of the work shall be paid unless the Customer can prove that the services could have been provided in fewer labor hours if a compliant, economical approach had been taken.

4.6 Progress invoices shall be consecutively numbered wherever progress payments are agreed upon. Invoices shall itemize all services rendered. The final invoice shall be designated as such.

4.7 Cash discounts, if any, shall be deducted from any invoice amount.

4.8 The Contractor may not invoke a change of position (BGB § 818(3)) if the Customer demands disgorgement of overpayments (BGB § 812 et seq).

5. Acceptance

5.1 Acceptance shall be subject to the provisions of Section 7. of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A).

5.2 It shall take place after submission of the final planning and design documents and other documents necessary for contract performance, and after a reasonable period of time previously agreed upon for the Customer to review the services.

6. Contractor Liability/Warranty

6.1 Unless otherwise stipulated below, the Contractor's liability shall be governed by statutory provisions.

6.2 The Contractor shall be liable for damages in full if it culpably violates the generally recognized rules of the relevant sciences or recognized and generally accepted good engineering practices, or if it otherwise culpably violates its contractual obligations. In cases of slight negligence, the Contractor's liability shall be limited to the amount covered by its liability insurance (see Section 7.1). In particular, the Contractor shall also be liable for any damages incurred by the Customer as a result of improperly prepared planning and design documents (see VOB/A Section 7).

6.4 The warranty period shall cover 5 years. The foregoing also applies to services rendered until the early termination of the contractual relationship. Any changes to the warranty period necessitated by the specific nature of the project being planned shall be agreed upon in writing for the sake of evidence preservation. The period begins to run upon acceptance of the last of the assigned services. Once the Customer has accepted defect remedy services, the warranty period for these services shall begin anew. The statute of limitations shall be suspended during any period in which the Parties negotiate the basis and scope of warranty claims. The Contractor shall remedy defects and deficiencies within a reasonable period of time that it shall agree upon with the Customer.

7. Insurance

7.1 The Contractor shall provide proof of professional liability insurance ("*Ingenieurhaftpflichtversicherung*"). The Parties shall agree in writing on the minimum coverage amount in accordance with the scope of the order and the operational risk of the project being planned; however, notwithstanding Section 14.3 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A), the insurance shall, at a minimum, provide the following coverage:

- Bodily injury: € 2.5 million
- Other losses: € 1.5 million

8. Termination/ Interruption of Work

8.1 The Customer may terminate the applicable contract in whole or in part at any time in writing without giving notice or reasons. If the Customer terminates the contract, the Contractor shall receive the stipulated remuneration for the services rendered, less the expenses saved (see BGB § 648).

8.2 The Customer may also terminate the contract for cause. Cause (within the meaning of BGB § 648a) shall be deemed to exist if, without limitation:

- a) the Contractor engages subcontractors without having obtained the Customer's consent (Section 2.7);
- b) the Contractor breaches the confidentiality provisions contained in Section 3.4;
- c) the Contractor's insurance coverage expires in whole or in part without the Contractor providing equivalent security in its stead (Section 7.);

- d) the prerequisites set out in Section 18. of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) are met;
- e) the Contractor culpably fails to comply with the stipulated dates and deadlines and also fails to provide the service within a reasonable grace period set by the Customer.

8.3 Where the Customer terminates the contract for cause, it shall only be required to remunerate the services provided under the contract up to the point of termination. In addition, the Customer shall bear verifiably incurred necessary additional expenses if reimbursement of additional expenses has been agreed upon. The Customer may withhold all payments until the damages and costs that it has suffered from the premature termination of the contract have been quantified in order to offset them against the Contractor's claim for remuneration.

8.4 Any premature termination of the contractual relationship shall not affect the claims of the Customer under Section 9.

9. Copyrights

9.1 The Contractor shall transfer to the Customer the non-exclusive right to use and adapt the copyrighted services and work product provided by the Contractor.

9.2 The Customer may use and modify the Contractor's planning and design services for the construction project specified in the contract without the Contractor's involvement if the Contractor's services are not protected by copyright. The foregoing shall also apply to labor and services provided to achieve a particular result ("*Werk*").

9.3 The Customer may transfer all or parts of the rights of use to third parties, have them exercised and implemented by third parties, and grant further rights of use to third parties.

9.4 The stipulated remuneration shall cover all of the Contractor's claims in connection with the above transfer of rights of use. The Contractor shall indemnify the Customer from and against any and all claims for damages that may be asserted against the Contractor in connection with the transfer or exercise of the rights of use.

9.5 Sections 9.1 to 9.4 shall also apply upon termination of the contract. Should the contract be terminated for any reason whatsoever, the transfer of rights of use shall include the work product and services that the Contractor has created up to the point at which the termination takes effect.

D Supplementary General Terms and Conditions of InfraLeuna GmbH for Expert Opinions (Part D)

1. Scope; Order of Precedence

Where the subject of the order is an expert opinion to be prepared by the Contractor, the rights and obligations of the Parties shall be determined in accordance with the following documents and conditions, which shall also form the basis of the contract:

- a) the order together with the data, documents, and records listed therein;
- b) the following Supplementary General Terms and Conditions of InfraLeuna GmbH for Expert Opinions (Part D);
- c) the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A);
- d) the statutory provisions set out in BGB § 631 et seq.;

with the ranking of the contractual bases being determined by the order of the above list.

2. Contractor's Scope of Services and Performance Obligations

- 2.1 The services provided by the Contractor shall comply with the state of the relevant sciences as well as recognized and generally accepted good engineering practices, and shall take into account the Customer's particular local circumstances.
- 2.2 The Contractor shall also provide services not included in the contractual scope of services that the Customer additionally requests (addenda) in order to carry out the project specified in the order. The Contractor shall negotiate the remuneration for such work with the Customer prior to the commencement of the work; if the Contractor fails to do this, the remuneration shall be based on the agreed-upon rates for comparable work. If no such rates are available, the usual remuneration shall be paid.
- 2.3 The Contractor shall promptly inform the Customer of any anticipated additional costs and agree upon a course of action if it becomes apparent that an agreed-upon budget is insufficient.
- 2.5 Any assignment of the Contractor's services to third parties shall be subject to Sections 12.1 and 19.1 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A). Group companies and subsidiaries shall also be considered third parties. The Customer shall only refuse to give its consent if there are obvious concerns regarding the subcontractor's ability or reliability.

3. Other Obligations of the Contractor

- 3.1 The Contractor shall sign the expert opinion it prepares as its author ("Verfasser").

- 3.2 The Contractor has the right and obligation to protect the rights and interests of the Customer within the scope of the services assigned to it.

- 3.3 In justified cases, the Contractor shall provide the Customer and the inspection authorities with information about its methods and findings at short notice without receiving additional remuneration. This shall also apply after the completion of its work up to the end of the warranty period.

- 3.4 The Contractor shall maintain confidentiality (see Section 16.1 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A)). In particular, the Contractor shall not share any plans or other documents with third parties, otherwise make them available to third parties, or provide any information about the reason for the order or the findings. Where such measures become necessary for the fulfillment of the order, the written consent of the Customer shall be obtained in advance and the third party shall be bound in writing to confidentiality.

4. Remuneration

- 4.1 The remuneration shall include any additional expenses incurred by the Contractor.
- 4.2 Cash discounts, if any, shall be deducted from any invoice amount.
- 4.3 Necessary revisions to the expert opinion involving no change in the task and only minor changes to the Customer's requirements shall not establish a claim to additional remuneration.
- 4.4 The Contractor may not invoke a change of position (BGB § 818(3)) if the Customer demands disgorgement of overpayments (BGB § 812 et seq.).

5. Acceptance

- 5.1 Acceptance shall be subject to the provisions of Section 7. of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A).
- 5.2 It shall take place after submission of the expert opinion and other documents necessary for contract performance, and after a reasonable period of time previously agreed upon for the Customer to review the services.

6. Contractor Liability/Warranty

- 6.1 Unless otherwise stipulated below, the Contractor's liability shall be governed by statutory provisions.
- 6.2 The Contractor shall be liable for damages in full if it culpably violates the generally recognized rules of the relevant sciences or recognized and generally accepted good engineering practices, or if it otherwise culpably violates its contractual obligations. In cases of slight negligence, the Contractor's liability shall be limited to the amount covered by its general commercial liability insurance (see Section 7.1). In particular, the Contractor shall also be liable for any damages incurred by the Customer as a result of the Customer making operational and business decisions based on the findings of an expert opinion that was culpably prepared in breach of the contract.

6.3 The warranty period shall cover 3 years. The foregoing also applies to services rendered until the early termination of the contractual relationship. Any changes to the warranty period necessitated by the specific content of the order shall be agreed upon in writing for the sake of evidence preservation. The period begins to run upon acceptance of the last of the assigned services or upon the instruction to make the final payment on the basis of a verifiable final invoice, whichever comes first. The statute of limitations shall be suspended during any period in which the Parties negotiate the basis and scope of warranty claims.

7. Insurance

The Parties shall agree in writing on the minimum coverage amount for the required business or professional liability insurance based on the scope and content of the expert opinion engagement and the risk incurred by the Customer as a result; however, notwithstanding Section 14.3 of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A), the insurance shall, at a minimum, provide the following coverage:

- Bodily injury: € 2.5 million
- Other losses: € 1.5 million

8. Termination

8.1 The Customer may terminate the applicable contract in whole or in part at any time in writing without giving notice or reasons. If the Customer terminates the contract, the Contractor shall receive the stipulated remuneration for the services rendered, less the expenses saved (cf. BGB § 648).

8.2 The Customer may also terminate the contract for cause. Cause shall be deemed to exist if, without limitation:

- a) the Contractor engages subcontractors without having obtained the Customer's consent (cf. Section 2.5);
- b) the Contractor breaches the confidentiality provisions contained in Section 3.4;
- c) the Contractor's insurance coverage expires in whole or in part without the Contractor providing equivalent security in its stead (Section 7.);
- d) the prerequisites set out in Section 18. of the General Terms and Conditions of InfraLeuna GmbH for the Purchase of Supplies and Services (Part A) are met;
- e) the Contractor culpably fails to comply with the stipulated dates and deadlines and also fails to provide the service within a reasonable grace period set by the Customer.

8.3 Where the Customer terminates the contract for cause, it shall only be required to remunerate the services provided under the contract up to the point of termination. In addition, the Customer shall bear verifiably incurred

necessary additional expenses if reimbursement of additional expenses has been agreed upon. The Customer may withhold all payments until the damages and costs that it has suffered from the premature termination of the contract have been quantified in order to offset them against the Contractor's claim for remuneration.

8.4 Any premature termination of the contractual relationship shall not affect the claims of the Customer under Section 10.

9. Customer's Cooperation Obligations

9.1 The Customer shall provide the Contractor with access to the locations that must be included in the surveys.

9.2 The Customer shall provide Contractor, free of charge, with existing plans, drawings, and other documents that are necessary for the provision of the services.

10. Copyrights

10.1 The Customer may use the prepared expert opinion without the involvement of the Contractor. The foregoing also applies to services rendered by the Contractor until the early termination of the contractual relationship.

10.2 The Contractor may only publish or share the expert opinion with the prior written consent of the Customer. The Customer has the right to publish the information, including the name of the Contractor.