

General Terms of Purchase of ACTEMIUM Cegelec Austria GmbH

ACTEMIUM Cegelec Austria GmbH, Lichtblaustraße 17, 1220 Vienna, Austria, acts on the market with the brands "Cegelec" and "Actemium". However, orders shall be made without exception in the name of and for the account of Cegelec GmbH (hereinafter referred to as the "Customer"), thereby making it the exclusive invoice recipient.

For all the customer's orders and the legal relationship between the contractor and the customer, the following General Terms of Purchase of Cegelec GmbH (hereinafter referred to as the "Terms of purchase") shall apply.

1. The contractor agrees that, in case of doubt, the terms of purchase of Cegelec GmbH shall be applied for all the customer's orders. These terms of purchase shall apply exclusively, conditions by the contractor conflicting or differing from these terms of purchase shall not apply unless the customer has agreed them to apply in writing. These terms of purchase shall apply even if the customer accepts and pays for the delivery without any reservation, while being aware of any conditions stipulated by the contractor, which conflict with or depart from these terms of purchase. General terms of business of the customer as well as other legal terms in other documents of the contractor shall not be valid unless they have been recognised by the customer in writing. If there are any uncertainties in the interpretation of the contract nevertheless, they must be resolved so as to ensure that those contents which are usually agreed in comparable cases apply as agreed. Amendments and additions to these terms shall only be legally operative if they are recorded in writing.

Irrespective of the requirement of the written order confirmation, our terms specified in the following shall be considered as recognised at the latest with the start of the implementation of our order by the contractor. These terms of purchase shall also apply for future orders of Cegelec until new terms of purchase will become valid, even if no special reference is made to this in individual cases.

Reference to offer documents of the contractor in the customer's order shall not mean that the contractor's commercial terms are automatically recognised.

2. Orders shall only be legally binding if they have been made on order forms issued and duly signed by the customer. For them to be effective, amendments and additions to the order have to be made in writing, however, they can also be made via email. Notes, text annotations and text deletions on the customer's orders or the customer's general terms of purchase by the contractor shall only apply after prior written consent by the customer. Verbal agreements shall only be legally operative if they are explicitly confirmed by the customer in writing within five days commencing with the receipt. Amendments and/or additions to the scope of supply agreed may not be implemented until a written assignment by the customer is available.

The acceptance of the assignment must be confirmed to the customer at the latest within five days following the placement of the order, on a copy of the order, in writing, specifying the net price ex value added tax and specifying the delivery time, otherwise the customer shall be entitled to withdraw the order.

Samples, drawings, diagrams and other documents provided by the customer in connection with the delivery or service to be performed by the contractor are the customer's property and must be returned to the customer without being requested by the customer after the delivery or service has been performed.

In the case of orders concerning hazard goods, the contractor undertakes to draw the customer's attention to this in writing and to correspondingly declare the hazard goods delivered on all delivery documents in compliance with the latest regulations.

The contractor's quality assurance system must be fit to meet the quality assurance standard applicable to the business transaction. At the customer's request, the contractor must have inspections of its quality assurance system carried out. The entire quality documentation required (e.g. works test certificates, acceptance inspection certificates, etc.) shall be considered as a basic part of the delivery and shall be covered by the prices.

3. The place of performance for the contractor's deliveries and services shall be the utilisation site stated in the order (construction site, business premises, etc.). The goods ordered and purchased by the customer shall be deemed the obligation to provide by the contractor unless anything else has been expressly agreed. Therefore, the contractor shall bear the costs and the risk of transport.

Within the bounds of what is reasonable for the contractor, the customer can demand changes with regard to the delivery item in terms of design and implementation. In this connection, the effects, in particular with regard to the cost increase or reduction as well as to the delivery dates must be settled reasonably and by amicable agreement. Changes by the contractor shall require the customer's prior written consent.

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Deliveries must be made in a packaged fashion and unloaded, carriage free to the place of performance, at the contractor's risk and expense. Unless agreed otherwise, the price shall cover the packaging costs. Costs and damage arising from non-compliance of shipping instructions, shall be borne by the contractor. As far as possible, the package must be made of environmentally friendly materials. Unless agreed otherwise, the contractor undertakes to take back the packaging.

If the delivery or service consists of partial services, this must be agreed with the customer in advance. Costs for a partial delivery that has not been agreed, which produces extra expense, must be borne by the contractor.

As regards the transfer of ownership, the statutory regulations shall apply.

The customer must be notified immediately of the delivery performed or of the readiness for delivery, and a dispatch note must be delivered to the customer at the latest on the day the goods are dispatched. In the case of a direct delivery to third-party companies, the customer must be exclusively specified as sender in the consignment notes and shipping documents. Name or company of the contractor or other origin marks must be neither appear on or in the shipments nor on the packaging. The delivery must be made to the shipping address specified by the customer. For each delivery, a delivery note must be handed over immediately at delivery. The complete order number as well as the shipping notes made by the customer must be shown in the delivery notes, dispatch notes, shipping documents and invoices. Deliveries with incomplete delivery documents and/or incomplete data on the delivery documents (missing order number) will not be accepted. Delays arising from this will be payable by the contractor.

To be rendered effective, the acceptance of a delivery/service shall require the customer's written confirmation. The risk of loss and damage shall not pass over to the customer before hand-over of the delivery, i.e. only after performance and acceptance of the delivery/service, free of fault and as contractually agreed, at the place of fulfilment. The mere acceptance of deliveries or services, utilisation ahead of time, or payments made, shall neither produce the take-over nor a relinquishment of the rights accruing to the customer.

4. The prices agreed will be fixed prices. Variable prices (prices subject to variation) shall require the customer's express written consent as well as the basic values, price portions, indexes and price adjustment formulae, etc., which serve to determine such prices. Advance payments that have been possibly made shall fixedly cover the pro rata share of the order value and shall not be subject to any further price adjustment.

The customer reserves the right to expand the scope of deliveries and services and/or alter their content. The contractor shall then be entitled to charge the extra and/or altered deliveries and services performed based on the original pricing basis.

If the delivery prices have not yet been defined when the order is placed, they must be entered into the returned copy of the order by the contractor. An order will only become effective when the customer has accepted these delivery prices in writing. Additional delivery costs (customs duties, packaging, transport, insurance) must be itemised separately.

With the price agreed, the purchase or, if this is legally impermissible, the unrestricted right to use industrial property rights, in particular of patents, license rights, etc., is covered insofar as their purchase is required for the customer for the free usage and resale of the delivery item. If licenses are required, the contractor must procure them, and they are also covered by the prices. The contractor shall indemnify and hold the customer harmless against patent, copyright trademark and registered design disputes arising from deliveries and services and ensure unrestricted usage of the goods delivered. The customer shall be entitled to utilise process and make further use of inventions free of charge, which have been made by the contractor in the implementation of an order.

5. The contractor shall guarantee proper delivery and service complying with the order and with the relevant regulations and standards. This shall apply in particular for CE marking, which is required in an EU directive, like for example 89/336/EEC, electromagnetic compatibility (EMC).

In both cases, excess delivery and short shipment of quantities ordered as also in the case of early delivery, the customer shall reserve the right to refuse the acceptance of the delivery at the contractor's expense, or to set a corresponding payment date for the invoice.

The contractor must notify the customer immediately if a failure to meet the deadline for a delivery and/or service becomes evident, stating the reasons for this and providing information regarding the estimated duration. Acceptance of the delayed delivery without reservations shall not involve any waiver by the customer regarding its rights in terms of the delayed delivery.

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In the case of an unsatisfactory execution, the customer shall decide at its discretion whether to accept or refuse the delivery or service or return the goods, to demand replacement, i.e. proper execution or correction of the defects, or a reasonable price reduction or conversion, irrespective of other rights to which the customer is entitled by statute, or to cancel the order.

All defects that have occurred within the warranty period must be corrected by the contractor, including the costs associated with this for the dismantling, travel, freight, packaging, etc., free of charge and free delivery to the place of use for the customer. The customer shall be entitled to select the way in which defects are to be remedied. Provided that the prerequisites for a price reduction or conversion are fulfilled, the customer shall have the right to assert a claim for conversion even in the case of minor defects. If the contractor does not start with the elimination of the defect immediately upon the request for corrective action, defaults with the defect correction, or the first attempt at rectification fails, the customer shall be entitled to remedy the defect on its own or by a third party in cases of urgencies or to avert acute danger, the costs incurred as well as other costs, e.g. for transport, dismantling and assembly, administrative costs, etc., incurred in connection with the defect correction, shall be borne by the contractor.

In the case of a replacement or in cases where a remedied delivery item shows the same defect as before, or a defect is the consequence of defect correction, the limitation period shall recommence.

The warranty period for movable items shall be 2 years, for immovable items it shall be 3 years. The period shall start on the day of acceptance without defects. The confirmation on the delivery notes – just as the payment – shall not mean recognition of the correctness of the delivery. Therefore, in any case the goods shall only be accepted with reservations. Acceptance of the goods shall only take place after the spot-checks at the site of utilisation have been carried out. Defects in terms of quality and quantity that have been determined can be claimed by the customer within the warranty period. Furthermore, the obligation to investigate and notice defects shall be waived, and the contractor explicitly relinquishes the objection of the notice of defects that has not been executed properly, in compliance with § 377 UGB (Austrian Commercial Code).

Unless not settled otherwise in these terms of purchase, the general provisions for material defects or defects of title shall apply. Departures from the product specification agreed shall be essential contract infringements unless the defect due to the departures remedies itself before long or can be eliminated by the customer itself without any significant expense.

6. Unless agreed otherwise, the delivery or service period shall commence with the day of the order. If no period has been agreed, immediate delivery or service must be provided for. The punctuality of deliveries shall be defined by the receipt at the destination agreed, the punctuality of deliveries including installation or assembly as well as services is defined by their acceptance.

If the contractor is in delay with executing the contractual service, the customer shall be entitled in terms of item 5. to insist on the performance of the service to be provided as contractually agreed or, by setting a reasonable period of grace, to declare its withdrawal from the contract if the service is not performed within the period of grace set. Furthermore, the customer shall be entitled to claim damages from the contractor.

Unless this is legally permissible in accordance with the provisions of the insolvency code, the customer shall be entitled to withdraw from the contract in whole or in part if insolvency, over-indebtedness or a material deterioration of the contractor's assets has occurred or the initiation of bankruptcy proceedings with regard to the contractor's assets is rejected due to the lack of sufficient assets for the coverage of the procedural costs, or in compliance with the specifications of § 25a IO (insolvency code) until a period of six months has elapsed following the initiation of the bankruptcy proceedings for a substantial reason.

Agreed delivery times and delivery dates shall be binding. If the agreed delivery date is exceeded, irrespective of other claims, the customer shall be entitled to deduct a contractual penalty of 1.0 % for each commenced week of the failure to meet the deadline up to an amount of 5.0 % of the agreed net price ex value added tax. In all cases, the contractor undertakes to report a recognisable delivery lag immediately.

For delivery items which could not remain in operation whilst the defect was investigated and/or remedied, the current warranty or warranty period shall be extended by the time of the operational interruption or lack of availability.

The delivery obligation will only be fulfilled if the service – i.e. a severable performance – has been fully and properly provided and all requested and required documents, certificates, etc. have been handed over to the customer. The correctness of deliveries and services must be exclusively verified by persons authorised by the customer and confirmed in writing.

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The right to enforce damages shall optionally be reserved – taking the contractual penalty into account – or instead. The statutory rights to withdraw from the contract or to enforce damages due to non-performance shall remain unaffected by this. Other claims of the customer due to contractual infringements or the violation of other obligations shall remain unaffected.

7. Invoices are to be sent to ACTEMIUM Cegelec Austria GmbH, Lichtblaustraße 17, 1220 Vienna, Austria, as single copies and stating the order number as well as the account assignment and project number. The invoice must comply with tax regulations, in particular stating the VAT ID No. and the value added tax shown separately. Invoices which do not fulfil these requirements will be rejected by the customer. The entitlement to payment shall not be due as long as the contractor has not issued an invoice complying with the statutory and contractual provisions. Electronic invoicing in PDF format must be sent to: invoice@cegelec.at without exceptions. The payment shall be made at the customer's discretion either within 30 days deducting a 3 % discount or within 60 days net following receipt of the delivery/service as well as all documents required for auditing and following receipt of a proper and correct invoice. Payments shall be made once per week by bank transfer transactions. COD shipments shall only be accepted if this has been expressly agreed.

8. The contractor shall not be entitled to pledge claims vis-à-vis the customer, assign such claims to third parties, or make such claims the subject of legal transactions without prior consent of the customer. The contractor shall not be entitled to make setoffs. Assignments shall also be bound to the prior consent of the customer.

The customer will only make advance payments in exceptional cases and only in return for the presentation of an abstract bank guarantee by a first class, reputable Austrian bank, which can be claimed upon the first written request. Bank guarantees must comply with the model specified by the customer.

9. The customer will only be liable to the contractor in the event of actions with malice aforethought or with gross negligence. The contractor undertakes to take out a sufficient liability insurance at its own expense. This liability insurance must cover all liability risks arising from statutory provisions as well as from the contract. The existence of this insurance must be tendered to the customer on request by submission of the corresponding insurance policy.

10. To perform the service to be provided as contractually agreed, the contractor may only assign subcontractors after receiving prior written consent of the customer. The customer will not refuse its consent unreasonably. If consent is given, the contractor undertakes to contractually impose on the subcontractor the same rights and obligations which it must fulfil in the order vis-à-vis the customer.

11. The contractor undertakes to maintain secrecy regarding the information disclosed to him/her with regard to the customer or the order item in connection with the order, unless such information is of a general nature or is readily accessible to the contractor by other lawful means. Furthermore, the contractor undertakes to maintain secrecy regarding the information obtained in the fulfilment and in the framework of the order and exclusively utilise such information for the fulfilment of this order. If the contractor utilises a third party to fulfil its contractual obligations, the contractor must put this third party under a contractual obligation to maintain secrecy correspondingly.

The same applies to personal data concerning the customer or third parties, which come to the contractor's attention in connection with the order of the customer. The contractor has to protect all this information and results, in particular against the access by third parties, comply with the statutory regulations on data privacy in compliance with the EU General Data Protection Regulation and, in a similar fashion, oblige his/her employees concerned with this matter under a contractual obligation to maintain secrecy correspondingly.

Further information regarding the subject of data protection can be found on the website of ACTEMIUM Cegelec Austria GmbH at: <https://cegelec.at/en/data-protection/>.

12. ACTEMIUM Cegelec Austria GmbH as part of the internationally operating VINCI Energies group adheres to the principles of ethics, integrity and law-abiding conduct. The VINCI ethical charter and rules of conduct define a code of conduct that applies for all companies, bodies and employees of VINCI. The fight against corruption is one of the paramount elements of these fundamental principles. This not only involves impeccable behaviour of every individual employee of the group, but also the active participation in the system for the prevention of corruption. The system established is based on the code of conduct against corruption, the recognition of risks of corruption as well as the implementation of prevention measures.

The contractor shall recognise the VINCI ethical charter published on the websites www.cegelec.at and www.actemium.at and the code of conduct against corruption, provided for download here.

The contractor undertakes, within the scope of the business relationship, to comply with the legal regulations applicable in each case at the customer's registered office. As business partner of ACTEMIUM Cegelec Austria GmbH we also expect of you to adhere to the principle of integrity and a law-abiding

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and ethical conduct, complying with the principles of the VINCI ethical charter and the rules of conduct and the VINCI code of conduct against corruption or with comparable standards that you have established in your organisation and make yourself familiar with these principles and refrain from any action that is contradictory to this.

The collaboration between the contractor and ACTEMIUM Cegelec Austria GmbH must be based on objective and comprehensible criteria and must not be affected by the granting or acceptance of personal benefits such as inappropriate gifts or inappropriate invitations in a surreptitious fashion. The contractor shall therefore not offer or grant any personal benefits to the customer's employees, with the intention of an undue influence regarding business transactions and decisions or with the suitability for such. The contractor will also put its employees under the obligation not to offer, grant or demand such benefits for themselves.

Breaches of the laws or the VINCI ethical charter can be reported to a local ombudsman's office, it is also possible to disclose breaches via the international and anonymous whistleblowing system VINCI Integrity (<https://www.vinci-integrity.com>).

13. An important step towards environmental protection is compliance with environmental protection laws, which ensure that companies, suppliers and manufacturers use environmentally friendly processes and adhere to strict environmental regulations. This includes not only compliance with emission standards and waste prevention, but also the use of environmentally friendly materials and avoidance of the use of the conflict materials. The origin of materials should be kept transparent.

14. If individual provisions of these conditions should be or become inoperative, the operativeness of the other provisions of these conditions will not be affected thereby.

15. The place of fulfilment will be the place at which the delivery items, the goods ordered are to be delivered as ordered.

16. Austrian law will apply, the sole legal venue for all disputes deriving from or connected with the business relationship shall be the court in Vienna that is competent both geographically and in matters of substance. The application of the United Nations Convention on the International Sale of Goods as well as the application of the international private law will be excluded.

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