

Procurement of goods in Germany



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Art. 1 Scope and validity

- 1.1 These General Terms & Conditions for the procurement of goods (hereinafter referred to as the **"GTCP"**) apply to all business relationships between BKW Deutschland GmbH and its subsidiaries that use these GTCP (hereinafter collectively referred to as **"BKW"** or the **"Purchaser"**) and their business partners and suppliers (hereinafter referred to as the **"Vendor"**).
- 1.2 In particular, these GTCP govern the conclusion, content and execution of contracts between the Vendor and BKW for the purchase and/or delivery of movable goods (including their assembly). The GTCP only apply if the Vendor is a legal entity or special fund under public law, or a natural or legal person or a partnership with legal capacity that is acting within the scope of its commercial or independent professional activities in the conclusion of a legal transaction.
- 1.3 These GTCP supplement the purchase contracts concluded by BKW and are an integral component thereof. They are a component of the quote request and are included with it. By submitting its offer, the Vendor expressly acknowledges the validity of these GTCP. Unless agreed otherwise, the GTCP that apply when the Purchaser places its order or the most recent version communicated in writing form a framework agreement, which also applies to similar future contracts, without the need to refer to them again in each individual case.
- 1.4 In these GTCP, the object of purchase is hereinafter referred to as the **"Delivery"**. The purchase contract together with all its components and these GTCP are hereinafter referred to as the **"Contract"**.
- 1.5 These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Vendor only become components of the Contract if and to the extent that the Purchaser has expressly agreed to their validity in writing. This applies even if the Vendor refers to its own general terms and conditions in the order confirmation and BKW does not expressly object to their application.
- 1.6 If the Delivery is to be installed in systems for generating, transmitting and distributing electrical energy or in a function that supports this purpose, it must ensure utmost interruption-free energy supply. The Delivery must satisfy this purpose in terms of safety, availability and service life.
- 1.7 Provided there is no express provision to the contrary in these GTCP, declarations and notices sent by the parties in text form (particularly email and fax) are also sufficient for meeting the written form requirement. Statutory formal requirements remain unaffected.

Art. 2 Offer

- 2.1 The Vendor shall provide its offer, including any further clarifications that may be necessary, free of charge, unless stated otherwise in the Purchaser's quote request.
- 2.2 The Vendor shall itemise the value added tax (VAT), if applicable, separately in its offer.
- 2.3 Quote requests from BKW are always non-binding. The offer is binding for the period specified in the quote request. If no such period is specified, the Vendor remains bound to its offer for a period of one month.

Art. 3 Conclusion of the contract

The Contract is concluded in written form. Unless provided for otherwise, it enters into force with the legally valid signatures of both parties or upon written confirmation of the offer.

Art. 4 Third-party services, handover, assembly and testing

- 4.1 The Vendor is not authorised to have the requested service carried out by third parties without the prior written consent of BKW. The Vendor bears the procurement risk for its services.
- 4.2 The Delivery is handed over upon the delivery note being signed at the place of performance indicated by the Purchaser pursuant to Art. 10.
- 4.3 If the Contract also includes assembly of the Delivery, the Purchaser shall grant the Vendor the necessary access to its property and premises, after prior agreement and during normal operating hours. The Vendor shall comply with the Customer's company policies, particularly the safety regulations and house rules.
- 4.4 The Purchaser shall inspect the Vendor's Delivery as soon as the normal course of business allows. Notwithstanding the duty to inspect, a complaint (notification of defects) by BKW is deemed to have been made promptly and without delay if it is sent within five working days of discovery or, in the case of obvious defects, within five working days of the handover.

Art. 5 Packaging, transportation and disposal

- 5.1 The Vendor is responsible for proper packaging and must draw attention to any special requirements for its removal or to any special care requirements for storing accompanying materials.
- 5.2 The Delivery is to be transported from the Vendor to the respective destination on a "delivered duty paid" basis (DDP Incoterms 2020), including insurance. The Vendor shall supply any equipment required for unloading.
- 5.3 The materials used must always be in line with the latest findings for environmental compatibility with regard to their subsequent disposal. If, for technical and economic reasons, environmentally problematic materials must nonetheless be used, the Vendor shall declare these materials at the time of submitting the

offer. If BKW does not specify a destination and there is no agreement to the contrary, the Delivery must be delivered to BKW's registered office in Berlin.

- 5.4 The Vendor is obligated to comply with the provisions of Appendix 1 "BKW Sustainability Standards for Suppliers". In the event of contradictions between these GTCP and the aforementioned Appendix 1, the provisions of Appendix 1 takes precedence over the provisions of these GTCP.
- 5.5 If the Delivery contains environmentally harmful materials, the Vendor warrants to the Purchaser that it will take back the materials and properly dispose of them free of charge. This also applies to any substances and materials that are modified through use.
- 5.6 The Vendor shall take back packaging, containers, etc. for disposal free of charge.

Art. 6 Technical documents, training

- 6.1 All operating regulations, drawings and other documents required for assembly, maintenance and operation are to be provided to the Purchaser in duplicate in paper form and electronically, unless agreed otherwise in the Contract. All documents must be provided in German only.
- 6.2 As a specialist, the Vendor must inform the Purchaser of any specific known risks involved in handling, using or storing the Delivery or parts thereof prior to the conclusion of the Contract. It is responsible for ensuring that the corresponding hazard information regarding the object of the Contract is clearly presented in the documentation and the training.
- 6.3 If necessary, the Vendor shall provide initial training to the Purchaser's staff on safe operation and maintenance. The scope of this initial training is described in greater detail in the Contract.

Art. 7 Use of employees for assembly purposes

- 7.1 The Vendor must comply with the German occupational health and safety regulations for its employees.
- 7.2 The Vendor warrants that the wage it pay its employees for carrying out the agreed assembly services is not below the legally prescribed minimum wage and that its employees are properly covered by social insurance. If there is concrete evidence that the Vendor has violated the provisions of the German Minimum Wage Act (MiLoG), BKW is entitled to have compliance with the statutory provisions reviewed by a neutral auditor at the Vendor's own expense, taking data protection regulations into account. If the review reveals violation of the provisions of MiLoG, the Vendor shall bear the cost of the review.
- 7.3 If claims are asserted against BKW in connection with the contracted assembly services by the competent authorities and/or the Vendor's employees or subcontractors, the Vendor shall indemnify BKW against all claims upon first request. This includes the necessary legal defence and/or court and procedural costs. Further rights of BKW remain reserved.

Art. 8 Prices

- 8.1 The Purchaser shall pay the Vendor the agreed prices for the Delivery.
- 8.2 Furthermore, once the agreed prices have been paid, all services necessary for the proper performance of the Contract are deemed to have been remunerated. In particular, the prices cover all costs related to delivery and assembly, documentation and training costs, expenses, packaging, transportation, insurance and unloading costs, any licensing fees as well as public levies (e.g. VAT, prepaid disposal fees, customs duties).
- 8.3 If multiple BKW Group companies make use of the Vendor's services, the total turnover is used for calculating discounts.

Art. 9 Invoicing and payment

- 9.1 Payments are only made after the service has been rendered in full and billed by the Vendor. The Vendor shall send the Purchaser an invoice for the Delivery after the transfer of risk. The document serving as proof that the service has been rendered must be included with the invoice (acknowledged delivery note, countersigned report, approved production reports, etc.). Invoices must include the reference information for the order and/or Contract, as well as details of the type of invoice (partial, final invoice, etc.). In addition, the VAT, if applicable, must be itemised separately (amount and percentage).
- 9.2 The agreed payment terms and payment deadlines apply. If no payment deadline is specified in the Contract, payment must be made within 30 days, net. If the Purchaser pays within 20 days, the Vendor shall grant a 3% discount. If partial payments are agreed, the following payment terms apply, unless stipulated otherwise in the Contract:
- | | |
|----------------|--|
| 1st instalment | amounting to 30% of the total price after the Contract has been signed. |
| 2nd instalment | amounting to 70% of the total price as well as discrepancies from the total invoice (which takes into account any penalties, additional costs, etc.) after the transfer of risk and benefit. |
- 9.3 The relevant date for calculating payment deadlines is the date on which the correct invoice is received by BKW.
- 9.4 If advance payments are agreed, BKW may demand a security from the Vendor. The details of this security are to be agreed separately.
- 9.5 BKW reserves the right to offset any counterclaims and to withhold due payments as long as it has outstanding claims against the Vendor arising from incomplete or defective performance. In addition, BKW has a right of offset and retention and a right of objection in accordance with the statutory provisions in the event of non-performance of the Contract. The Vendor only has a right of offset if their counterclaims have been legally established or are acknowledged and undisputed by BKW. The same applies for any rights of retention.

Art. 10 Place of performance and transfer of risk

- 10.1 The Purchaser shall specify the place of performance in its order. Unless agreed otherwise, the place of delivery and/or assembly is the place of performance.
- 10.2 The risk transfers to the Purchaser upon handover of the Delivery at the place of performance. If assembly by the Vendor has been agreed, the handover takes place after assembly and its acceptance by BKW.

Art. 11 Default

- 11.1 If the Vendor fails to meet binding deadlines (fixed transactions), it is in default without further notice; in all other cases, the Vendor is in default after a reminder has been issued and a reasonable extension has been granted. The Vendor is obligated to inform BKW immediately if it is unlikely to be able to meet the agreed delivery times.
- 11.2 The Vendor is liable for any losses resulting from missed deadlines, unless it can prove that it was not responsible for the delayed (partial) performance.
- 11.3 If the Vendor is culpably in default, it shall pay BKW a contractual penalty of 0.3% per day of default, up to a maximum of 5% of the respective total remuneration. The contractual penalty is also payable if the delivery is accepted unconditionally by BKW despite the default. Payment of the contractual penalty does not release the Vendor from fulfilment of its contractual obligations. However, contractual penalties incurred are offset against any claims for damages.
- 11.4 In all other respect, the Vendor is liable in accordance with the statutory provisions.

Art. 12 Warranty

- 12.1 The Vendor warrants to the Purchaser that the Delivery has the agreed and required properties for its intended use and that it fulfils the relevant legal requirements. The warranty period is three years from the handover of the Delivery, unless a different warranty period or a more extensive warranty is agreed in the Contract.
- 12.2 For the commercial duty to inspect and report defects, the statutory provisions (Art. 377, 381 German Commercial Code HGB) apply with the following modifications: BKW's duty to inspect is limited to defects that become apparent during its incoming goods inspection through an external examination, including a review of the delivery documents (e.g. transportation damage, incorrect/incomplete deliveries), or which can be identified during its quality control process by means of spot checks. If acceptance has been agreed, there is no duty to inspect. Otherwise, this depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The duty to report defects discovered at a later point in time remains unaffected. For the sake of clarity, it should be noted that a complaint (notification of defects) by BKW is deemed to have been made

promptly and properly if it is sent within five working days of discovery or, in the case of obvious defects, within five working days of the handover (cf. Art. 4.3 of these GTCP).

- 12.3 In the event of a defect, the Purchaser can initially choose to have the goods either repaired or replaced.
- 12.4 If the Purchaser requests rectification or replacement delivery, the Vendor shall remedy the defects within the reasonable period granted. If the defect can only be rectified by partial remanufacture, the right to rectification also includes the right to remanufacture. The Vendor is liable for costs it incurs for the inspection and remedial action (including any removal and installation costs), even if it turns out that there was no defect. The Purchaser's liability for damages in the event of an unjustified request to remedy defects remains unaffected; in this respect, however, the Purchaser is only liable if it knew or failed to recognise due to its own gross negligence that there was no defect.
- 12.5 If the Vendor fails to successfully carry out the requested repair or replacement within the period granted, the Purchaser may, at its own discretion, reduce the remuneration accordingly, carry out the necessary measures at the Vendor's risk and expense or have them carried out by a third party or, in the case of major defects, withdraw from the Contract.
- 12.6 The Vendor is responsible for ensuring that the respective contractual delivery does not infringe any third-party rights and can be used by BKW without restrictions; the Vendor agrees to fully indemnify BKW against any claims in this regard.
- 12.7 The statutory provisions apply in addition.

Art. 13 Liability, producer liability

- 13.1 The Vendor is fully liable within the scope of the statutory provisions for damages resulting from death, injury or impairment of health for which it is responsible. The same applies for other damages resulting from an intentional or grossly negligent breach of duty.
- 13.2 The Vendor is liable for any damages resulting from its actions or from defects to the Delivery, including any consequential damage, unless it can prove that it was not at fault. The Vendor is liable for the actions of any vicarious agents (particularly subcontractors and their employees) as it is for its own actions. Product liability claims remain unaffected. If the Vendor is responsible for product damage, it shall indemnify BKW against third-party claims insofar as the cause lies within its control and organisational area and the Vendor itself has a liability to third parties. Under its indemnification obligation, the Vendor shall reimburse expenses pursuant to sections 683 and 670 of the German Civil Code (BGB) that arise from or in connection with third-party claims, including recall campaigns carried out by BKW. Where possible and reasonable, BKW shall inform the Vendor

of the content and scope of recall measures and give the Vendor the opportunity to comment. Further legal claims remain unaffected.

- 13.3 The Vendor shall take out and maintain product liability insurance with a minimum sum insured of EUR 1 million per incident of personal injury or property damage.

Art. 14 Intellectual property

- 14.1 All new results of any kind arising from the production of the Delivery fully and unconditionally belong to BKW with respect to copyrights and/or industrial property rights, without restrictions in terms of time, territory or scope. If the mandatory law conflicts with the above, the Vendor shall transfer all copyrights and/or industrial property rights to BKW exclusively or grant BKW the corresponding exclusive rights of use and exploitation for these results. It is BKW's sole decision whether and to what extent the protection of these rights is to be legally secured. The Vendor is prohibited from using the results for purposes other than the performance of the respective Contract.
- 14.2 All information, illustrations, drawings, calculations and other documents (including in electronic form) and tools that BKW makes available to the Vendor remain the property of BKW without restriction. Property rights are only transferred on a non-exclusive basis to the extent required by the Contract.
- 14.3 The documents may only be used for production in accordance with the order/assignment. They must be kept confidential and returned unprompted once the services have been rendered.
- 14.4 Tools must be marked accordingly as the property of BKW. The Vendor is obligated to use the tools exclusively for the production of the respective goods and to insure BKW's tools at replacement value against fire, water damage and theft at its own expense. The Vendor shall carry out any necessary maintenance work promptly at its own expense.
- 14.5 Copyrights and/or industrial property rights held by the parties prior to commencement of the performance of the respective Contract remain with the respective owner.
- 14.6 The Vendor guarantees that any software supplied for the operation of the goods is provided with a free licence linked to the product for the benefit of BKW and its customers. If product-specific software is used, it automatically becomes the exclusive and unrestricted sole property of BKW upon delivery and the Vendor shall provide the source code, the software and the related documentation upon first request and transfer all rights to the software exclusively to BKW.

Art. 15 Confidentiality

- 15.1 The parties shall treat all facts and information that they exchange with one another as confidential. This duty of confidentiality also applies prior to the conclusion of the Contract and remains in place after the end of the contractual relationship. Unless agreed otherwise in writing, the Vendor may not advertise the fact of its business relationship with the Purchaser and may not specify the Purchaser as a reference.
- 15.2 Information received by one of the parties is not deemed to be confidential information if the party can prove
- that the information was publicly known when it was made available and this fact is not the result of misconduct on its part;
 - that it obtained the information through a channel other than the other party or one of its associated companies without breaching a direct or indirect confidentiality obligation towards them, and the information was disclosed lawfully;
 - that it obtained the confidential information on its own and without breaching the above non-disclosure agreement.
- 15.3 The parties undertake to constrain their employees, subcontractors, suppliers and any other third-party companies to corresponding confidentiality obligations.
- 15.4 Sharing of confidential information with other companies of the BKW Group does not constitute a breach of the duty of confidentiality.

Art. 16 Data protection and data security

The Vendor undertakes to comply with the data protection provisions. It undertakes to take all economically reasonable and technically and organisationally feasible precautions to ensure that the data generated in the course of performing the Contract is effectively protected against unauthorised access by third parties.

Art. 17 Changes and additions

- 17.1 Amendments of and additions to the Contract must be made in writing. This also applies to the amendment of this written form clause.
- 17.2 In the event of contradictions between the Contract, the GTCP and the offer, the provisions of the Contract take precedence over those of the GTCP and the latter take precedence over the provisions of the offer.

Art. 18 Assignment and pledging of claims

The Vendor's claims arising from the Contract may not be assigned or pledged without the written consent of the Purchaser.

Art. 19 Applicable law and place of jurisdiction

- 19.1 The Contract is subject to German law, to the exclusion of international private law, particularly the UN Convention on Contracts for the International Sale of Goods.
- 19.2 **The exclusive place of jurisdiction** for any legal disputes arising from or in connection with the Contract **is Berlin**. However, BKW is entitled to initiate proceedings at the Vendor's general place of jurisdiction. Overriding statutory provisions remain unaffected.

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Appendix 1 – BKW Sustainability Standards for Suppliers

Introduction

The provisions of the sustainability standards listed below apply to all activities, products and services that have been contractually agreed with BKW (hereinafter referred to as the **"CUSTOMER"**) and which the contractual partner provides to BKW (hereinafter referred to as the **"SUPPLIER"**). In the case of activities in connection with systems, the provisions apply to all phases of the system concerned, from planning, installation and operation to dismantling or retrofitting.

1 Social and economic principles

- 1.1 The SUPPLIER undertakes to respect human rights within its own sphere of influence and not to be complicit in human rights violations.
- 1.2 The SUPPLIER undertakes to comply with the laws of the applicable legal system, particularly those relating to competition, corruption, illegal employment and the environment.
- 1.3 The SUPPLIER undertakes to abide by a code of fair competition and refuses to engage in unfair competitive practices, such as price fixing, agreements on conditions, market sharing or coordinated practices with competitors.
- 1.4 The SUPPLIER undertakes to comply with the applicable health and safety regulations and to adhere to wage and working conditions under collective labour agreements, standard employment contracts and, in the absence thereof, customary local and professional regulations.
- 1.5 The SUPPLIER undertakes to carry out its activities in accordance with the tax regulations applicable under the respective German federal or state law and to pay taxes on time.
- 1.6 The SUPPLIER undertakes to pay the social insurance contributions due under the applicable state law (particularly health insurance, pension insurance, unemployment insurance, accident insurance and long-term care insurance), including employee contributions deducted from wages on time.
- 1.7 If the SUPPLIER is a legal entity, it is responsible for the applicable registration as an independent company for social insurance for itself and its employees. If the SUPPLIER is not a legal entity, they must prove that they have taken out health and long-term care insurance as well as all other compulsory insurance that they are required to have as a self-employed person.
- 1.8 The CUSTOMER is not liable for any social contributions or other compensation payments, particularly in the event of accident, illness, disability or death, or any occupational pension contributions. In the event that the social insurance authorities do not recognise the SUPPLIER's self-employed status, the CUSTOMER may claim back any employer contributions or offset them against the remuneration.
- 1.9 The SUPPLIER undertakes to respect the intellectual property rights of third parties.
- 1.10 The SUPPLIER undertakes to disclose information as relevant and appropriate at regular intervals about its business activities, operating results, social welfare issues, environmental issues and foreseeable risks.
- 1.11 The SUPPLIER agrees to also impose a duty on its subcontractors to comply with the provisions set out in section 1.

2 Basic principles relating to employees

- 2.1 The SUPPLIER undertakes to promote equal opportunities and equal treatment of all employees regardless of gender, nationality, sexuality, denomination, origin, skin colour or other personal characteristics.
- 2.2 The SUPPLIER undertakes, in accordance with ILO Conventions 138 and 182, not to employ workers against their will and not to recruit workers who are below the relevant minimum age.
- 2.3 The SUPPLIER undertakes to recognise its employees' freedom of assembly and, at a minimum, to comply with the applicable regulations set out in the respective national legal systems. The European Convention on Human Rights (ECHR) and the Universal Declaration of Human Rights (UN Covenants I and II) must be observed in all cases.
- 2.4 The SUPPLIER undertakes to ensure the health and safety of its employees by adhering to the statutory limits and safety precautions and through appropriate and regular training and awareness measures.
- 2.5 The SUPPLIER undertakes to ensure that its employees receive adequate pay as well as the statutory national minimum wage, social benefits and other support contributions, and shall guarantee equal pay for women and men.
- 2.6 If the SUPPLIER has its registered office or a branch in Germany, it undertakes to comply with the occupational health and safety regulations applicable in Germany (maximum weekly working time, rest periods and breaks). In the absence of such occupational health and safety regulations, the local or industry-standard working conditions apply. If the SUPPLIER has its registered office outside Germany, it shall comply with the relevant provisions applicable where the services are rendered.
- 2.7 If the SUPPLIER sends workers from abroad to Germany in order to perform the services, it shall comply with the provisions of the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG).
- 2.8 The SUPPLIER agrees to constrain its subcontractors to comply with the provisions set out in section 2.

3 Environmental principles

- 3.1 The SUPPLIER undertakes to avoid harmful or disagreeable effects on living beings and their habitats insofar as this is technically and operationally possible and economically feasible. Measures are to be planned and put in place in accordance with the precautionary principle to prevent potentially negative effects at source. If negative effects cannot be prevented, chemically and/or physically modified elements (water, soil, air) must be separated and kept separate from unmodified elements (prohibition of mixing) in accordance with the latest technological standards and treated in an environmentally responsible manner.
- 3.2 The SUPPLIER undertakes to use resources (including water and energy) efficiently, to minimise emissions and waste, and to monitor and continuously improve performance in these areas.
- 3.3 The SUPPLIER undertakes to comply with the relevant local environmental legislation (e.g. at the place of production, place of installation, place of performance, etc.). Unless specified in greater detail in the relevant legislation, limits are to be understood as absolute values and must be met at all times (not on average). If the latest technological standards allow for measures in excess of the minimum legal requirements, these are to be observed instead. Should the SUPPLIER fail to meet its obligations despite a formal warning of illegal circumstances, the CUSTOMER is entitled to restore due and proper conditions or to have such conditions restored at the risk and expense of the SUPPLIER.
- 3.4 The SUPPLIER hereby confirms that the employees concerned are aware of and will comply with the applicable environmental legislation. The SUPPLIER undertakes to raise awareness among its employees by means of instruction, briefing and regular training.
- 3.5 The SUPPLIER agrees to also constrain its subcontractors to comply with the provisions set out in section 3.

4 Environmental criteria

4.1 Raw materials, resources and supplies

The SUPPLIER shall only use raw materials, resources and supplies that:

- a. always meet the latest scientific findings regarding the protection of human health and environmental sustainability;
- b. do not present environmental or health problems with regard to subsequent demolition, dismantling and disposal;
- c. can be professionally dismantled and preferably reused or recycled.

If, for technical and economic reasons, environmentally problematic materials must nonetheless be used, the SUPPLIER shall declare these materials at the time of submitting the offer.

4.2 Water cycle management and renewable sources of energy

The SUPPLIER undertakes to reuse waste water (treated where applicable) or renewable energy sources to meet its water and energy requirements as soon as this is technically possible and economically viable.

4.3 Water pollution control and waste water

The guidelines for water pollution control must be observed during the execution of the project. The SUPPLIER undertakes to discharge waste water properly at its own expense and, where it can legally be returned to a body of water, to minimise the chemical and physical changes with regard to environmental impact and protection of human health. The SUPPLIER also undertakes to store substances that are hazardous to water in accordance with the relevant regulations.

4.4 Air pollution, exhaust air and odour control

The SUPPLIER undertakes to use only such vehicles, machines and equipment (including combustion, combined heat and power generation and emergency power plants) that comply with the latest technological standards wherever possible in terms of air pollution control, exhaust air and odour control. The SUPPLIER also agrees to optimise transportation processes and routes from an environmental point of view.

4.5 Soil pollution and contaminated sites

The SUPPLIER undertakes to prevent soil pollution by avoiding the use of non-biodegradable or persistent substances whenever possible (e.g. in protective treatments, propellants, fuels, petroleum products, solvents, pesticides, etc.) and by taking all appropriate measures to prevent the introduction of foreign substances, artificial deposits or other contaminants into the soil.

4.6 Waste

The SUPPLIER undertakes to organise and ensure the clearance, sorting, storage, return and disposal of all waste, containers, receptacles and packaging, etc. at its own expense and in compliance with the legal requirements and the conditions of permits and of the CUSTOMER.

4.7 Non-ionising radiation

The SUPPLIER undertakes to use suitable equipment to minimise radiation that has an adverse effect on the environment or on human health.

4.8 Noise emissions

The SUPPLIER is obligated to limit any noise generated in the context of the project work to the lowest technically feasible level. All health and safety and noise control regulations must be strictly observed.

4.9 Ecosystems and protected habitats

The SUPPLIER undertakes to minimise such cases of adverse impact that are within its control and to take appropriate measures in cases where the latest findings in environmental science show that ecosystems and protected habitats may be endangered along with their ecologically valuable resources and protected

species. Protected species are to be relocated where necessary. Removal of vegetation, sealing of soil surfaces, exposure of roots, installations and drains within the forest line should be avoided wherever possible.

4.10 Emergency precautions and hazard prevention

The SUPPLIER undertakes to ensure that the necessary emergency precautions and hazard prevention measures are in place to keep environmental pollution, physical injury and damage to property to a minimum in the relevant events.

4.11 Transportation and storage of hazardous materials and dangerous goods

In its storage and transportation of hazardous materials and dangerous goods, the SUPPLIER undertakes to comply with the legally stipulated limits and with the regulations on the storage and transportation of dangerous goods, to take precautions for the handling of accidents, to constrain its transportation subcontractors accordingly, and to permit the dangerous goods safety advisers authorised by the CUSTOMER to verify compliance. The SUPPLIER also undertakes to train all employees in the safe handling of hazardous and harmful substances.