

IT Procurement



Art. 1 Scope of application and validity

- 1.1 These General Terms and Conditions (hereinafter "GTCP") govern the conclusion, content and execution of contracts for the purchase of services in the areas of information technology and telecommunications procurement, including software licensing and XaaS by BKW Group companies in Switzerland.
- 1.2 In these GTCP, the parties are referred to as the "customer" and the "supplier". The order and all its components, as well as these GTCP, are referred to as the "contract".
- 1.3 Provided there is no express provision to the contrary in these GTCP, declarations and notices sent by the parties by email also meet the written requirement.

Art. 2 Offer

- 2.1 Offers including demonstrations shall be provided free of charge. Should the offer deviate from the customer's request, the supplier shall make express reference to said deviation.
- 2.2 Unless otherwise stated in the offer, the supplier shall be bound for a period of 30 days from the date of the offer.

Art. 3 Conclusion of the contract

- 3.1 The order is placed in writing with at least one system purchase order.
- 3.2 The components of the contract and their order of precedence are set out in the contract document. If the contract does not set out an order of precedence, the following order shall apply in the event of conflict between the components:
 1. Contract document
 2. Appendices (excluding the offer and the tender)
 3. These GTCP
 4. the customer's tender
 5. The supplier's offer
- 3.3 The supplier's general terms and conditions shall not form part of the contract.

Art. 4 Scope of services

The nature, scope and properties of the products and services shall correspond to the purchase order or are regulated in the contract document.

Art. 5 Execution

- 5.1 The supplier undertakes to provide services faithfully, professionally and carefully, and to supply the products and services in the quality agreed with the customer. It further undertakes to ensure the careful selection, training and professional working practices of the assigned employees and their supervision.
- 5.2 The supplier shall give the customer the names and positions of the competent and responsible employees.
- 5.3 The supplier undertakes to comply with the provisions in the Appendix "Sustainability Standards of BKW for Suppliers". In the event of any discrepancy between the GTCP and the Appendix, the provisions in the Appendix shall take precedence over the provisions of the GTCP.

Art. 6 Involvement of third parties

- 6.1 The supplier must provide the services itself. It may commission third parties to perform services only with the prior written consent of the customer. In all cases, it shall remain responsible for proper service provision. Art. 399 para 2 of the Swiss Code of Obligations is expressly excluded.
- 6.2 In particular, the supplier shall ensure that any third parties comply with the obligations arising from Art. 6 (involvement of third parties), Art. 5.3 (sustainability), Art. 18 (confidentiality) and Art. 19 (data protection), and that the customer can directly enforce compliance with these obligations on the part of any third parties involved.

Art. 7 Modifications to services

- 7.1 The parties may agree on modifications to services and their effects on payment at any time.
- 7.2 The parties must set out modifications to services in writing, either by amendment of the written contract or by confirmation of the verbally agreed modification in writing.
- 7.3 Unless otherwise agreed, the supplier shall continue to provide its services in accordance with the contract for the duration of the negotiations concerning modification to the services.
- 7.4 If the parties are unable to agree on a modification to the services, the contract shall continue in its original state.

Art. 8 Packaging, transport and disposal of hardware deliveries

- 8.1 The supplier is responsible for appropriate packing of the hardware and must provide notice of special requirements during removal or storage of the supplied materials.
- 8.2 Organisation of the transport ex works and the insurance of the delivery to the destination according to the contract is included in the scope of delivery (DDP Incoterms 2020). Any equipment required for unloading shall be provided by the supplier.

Art. 9 Accounting

- 9.1 The supplier shall inform the customer at regular intervals and on request of the progress and the results of its work. It shall notify the customer immediately and in writing of all circumstances that impair or jeopardise the fulfilment of the contract.
- 9.2 The supplier shall also inform the customer of any particular technical requirements and any developments that may justify a modification to the contractually agreed service for technical or economic reasons.
- 9.3 the customer expressly reserves the right to audit all the supplier's data processing infrastructures. This right shall also extend to all sub-contractors or sub-suppliers called in by the supplier to perform the contractual services. The supplier must include a clause in its contracts with sub-contractors and sub-suppliers that grants the customer a corresponding right to conduct audits.

Art. 10 Collaboration of the customer

The customer shall make all the information and specifications necessary for the fulfilment of the contract available to the supplier in a timely manner. It shall also provide the supplier with the necessary infrastructure if required and allow the supplier access as necessary to the relevant rooms and installations.

Art. 11 Payment and payment terms

- 11.1 The supplier shall supply the products or services at a fixed price, or on a cost basis with an upper limit on the payment (maximum cap). It shall state the type of costs and rates in its offer.
- 11.2 The payment covers all services necessary for fulfilment of the contract. The payment covers in particular installation and documentation costs, instruction costs, travel costs and expenses, licensing fees, packaging, transport and insurance costs ex works to the destination according to the contract (DDP Incoterms 2020), official taxes applicable at the time the contract was signed (e.g. VAT) and the prepaid recycling fee, which may be shown separately.
- 11.3 Invoices shall be issued
 - a. after successful acceptance of the delivery for the purchase of hardware or licences;
 - b. after successful overall acceptance or according to a payment schedule for the purchase of complete IT systems or individual software;

- c. after the services have been provided in full for the provision of services (consulting, maintenance, etc.).

- 11.4 Invoices shall be payable 30 days after receipt.
- 11.5 If part payments (advance payments and instalments) are agreed, the customer may request security from the supplier.
- 11.6 The payment is not adjusted for inflation.
- 11.7 If the supplier provides the services on a cost basis, it shall supply a report together with the invoice until the maximum cap is reached. This must itemise the services and cost per day of each assigned person.

Art. 12 Rights to individual software

- 12.1 The intellectual property rights to the individual software created for the customer by the supplier, including source code, program descriptions and documentation in written or machine-readable form, transfer to the customer. The software documentation (in particular documented source code together with overview, data and function model and functional description) and other documents must be delivered to the customer before joint inspection and on demand before any and all part payments.
- 12.2 The supplier must inform the customer where it uses open source software.

Art. 13 Patents

Patent rights to inventions that arise in the course of fulfilment of the contract shall belong to

- a. the customer, if the inventions were made by its personnel;
- b. the supplier, if the inventions were made by its personnel or third-party service providers;
- c. the customer and the supplier, if the inventions were made jointly by personnel of the customer and the supplier or its third-party service providers. The parties hereto mutually waive the levying of licensing fees. They may transfer their rights to third parties or grant rights of use to third parties without the consent of the other party.

Art. 14 Rights to standard software

- 14.1 Property rights to the standard software shall remain with the supplier or third parties. To the extent that the rights accrue to third parties, the supplier guarantees that it has the necessary rights of use and distribution.
- 14.2 the customer shall acquire the Group-wide, non-transferable and non-exclusive right to apply and use the standard software in the scope agreed in the contract document.
- 14.3 Unless agreed otherwise, the customer is granted an unlimited right of use.
- 14.4 the customer may make copies of the standard software for back-up and archiving purposes.
- 14.5 During a hardware failure, the customer shall have the right to use the standard software on substitute hardware without additional payment.

Art. 15 Rights to other work results

- 15.1 Other work results and ownership rights to work results arising in the course of fulfilment of the contract belong to the customer in their entirety. In particular, the supplier also transfers all moral rights to the customer. Where legal limits are placed on this transfer, the supplier waives the assertion of its personal rights and guarantees that all those involved in the work shall also waive their assertion.
- 15.2 the customer has a non-terminable, Group-wide right of use unlimited in terms of time, geographical location and subject matter for industrial property rights that already exist at such time that service provision commences (particularly industrial property rights belonging to the supplier or third parties). This includes all current and future possible types of use, the right to sell and the right to further development in connection with the work results. The supplier shall inform the customer in advance of any existing property rights.
- 15.3 The rights to the work results produced by the supplier in fulfilment of the contract are transferred to the customer on creation. This includes in particular concepts, documents, evaluations, etc., created by the supplier in the context of a contractual relationship.

Art. 16 Use of knowledge

- 16.1 Both parties retain the right to use and dispose of ideas, processes and methods (know-how) that are not legally protected and which are acquired by the supplier in the course of performing maintenance, support and consulting services, either alone or together with the customer and third parties. The supplier has the (non-compensable) right to use the know-how for itself and/or other parties in the execution of work of a similar nature.
- 16.2 Art. 18 shall apply exclusively to the use of business secrets.

Art. 17 Due dates

The commencement and end of service provision and all other dates shall be regulated in the contract document.

Art. 18 Confidentiality

- 18.1 Without the prior written consent of the customer, confidential information and documents connected with this contract or obtained in the course of provision of services requested by the customer or by third parties must not be disclosed to third parties or used for purposes other than the provision of the services in accordance with this contract.
- 18.2 The duty of confidentiality continues even after termination of this contract.
- 18.3 If the supplier would like to advertise the contractual relationship, wishes to disclose it in some other manner, or would like to use the customer as a reference, the prior written consent of the customer is required.

- 18.4 The documents and data made available to the supplier remain the exclusive property of the customer. Copies are permitted only if this is agreed in the contract or if this is necessary for the fulfilment of the contractually agreed tasks and work. The documents and data related to the order must be returned or destroyed immediately at the request of the customer; data saved on the supplier's computers must be deleted. Statutory retention obligations and electronic back-up copies on back-up servers remain reserved.
- 18.5 The supplier undertakes to ensure that the obligations arising from Art. 18 are observed by its employees and any other third parties as part of their fulfilment of the contract.
- 18.6 If the supplier breaches the above duties of confidentiality, it shall owe the customer a contract penalty if it cannot prove that it is not responsible for the breach. This penalty shall be 10% of the total payment for each breach but shall not exceed CHF 100,000.00 per case. Payment of the penalty does not release the supplier from compliance with the duties of confidentiality. Penalties are owed in addition to any compensation for damages.

Art. 19 Data protection

- 19.1 The supplier acknowledges and accepts that the customer collects data about it that is required for implementation of the order and review of the service, and as a benchmark comparison with third parties. the customer is entitled to engage third parties in this respect and to disclose the necessary data to those third parties.
- 19.2 The supplier acknowledges and accepts that data may also be transmitted outside Switzerland for this purpose, although the applicable data protection regulations shall always be observed.

Art. 20 Default

- 20.1 If the supplier fails to meet agreed deadlines, it is immediately considered to be in default, and in all other cases on receipt of a reminder.
- 20.2 If the supplier is in default, it shall be liable to pay a penalty. This shall amount to 0.5% of the total payment for each day of delay, but at the most 10% of the total payment. This is also owed if the services are accepted. Payment of the penalty does not release the supplier from compliance with contractual obligations. Penalties are owed in addition to any compensation for damages.
- 20.3 All other rights of appeal in accordance with the law are reserved.

Art. 21 Acceptance and notification of defects for services under works contracts

- 21.1 the customer undertakes to accept all the supplier's services as soon as they are provided and to examine them for defects. All defects must be reported in writing by the customer as soon as they are discovered.

- 21.2 the customer can report defects in writing at any time during the warranty period (cf. Art. 22.4). All notices of defects submitted during the warranty period are considered timely. Even after the warranty period has elapsed, the supplier is obliged to satisfy claims resulting from the customer's rights described below, provided that the defects were reported during the warranty period.
- 21.3 Acceptance shall be preceded by an acceptance inspection. The acceptance inspection and its result shall be documented in a written acceptance report that shall be signed by both parties. Minor defects do not give the customer the right to refuse acceptance, but the supplier must rectify these defects within a reasonable period of time. the customer shall provide fault documentation for this purpose.
- 21.4 If the acceptance inspection reveals serious defects, acceptance shall be delayed. The supplier shall rectify the defects found within a reasonable period of time and invite the customer to carry out a new acceptance inspection.
- 21.5 If acceptance finally fails, the customer may withdraw from the contract and demand damages. Those services (or parts thereof) that have already been provided according to the contract and can be used by the customer as such in an objectively reasonable manner shall be paid for in full. Any withdrawal from the contract shall not affect these services; they shall continue to be governed by the relevant contractual provisions.

Art. 22 Warranty

- 22.1 Warranty of title
- 22.1.1 The supplier guarantees that its offer and services do not violate the recognised property rights of any third parties in Switzerland.
- 22.1.2 The supplier shall defend against third-party claims asserted on account of a violation of property rights at its own cost and risk. the customer shall notify the supplier of such claims in writing and without delay and will leave the management of any action and measures for the settlement in or out of court of any legal dispute solely to the supplier. Under these conditions, the supplier shall assume the costs incurred by the customer and any damages imposed, provided that the violation of property rights is not attributable to the customer's use of the supplier's services in breach of contract.
- 22.1.3 If an action is filed for infringement of property rights or if a precautionary measure is taken, the supplier may, at its own expense, choose either to grant the customer the right to use the software free of any liability for infringement of industrial property rights, or to modify the software or replace it with another that fulfils the essential contractual requirements. If these options do not exist, the supplier shall refund the payment made for the service, deducting a pro rata amount for use of the service already made in relation to the total duration (of the service) or the usual use (of the product). Furthermore, the supplier shall remain liable for any damages according to Art. 23.
- 22.2 Material warranty in the case of product delivery
- 22.2.1 The supplier guarantees that the products it supplies shall exhibit the warranted characteristics agreed in the contract document and assumed in good faith for use as intended, and that it shall exercise the due care required for support, maintenance and service performance. The supplier further guarantees that the services provided shall exhibit the agreed and warranted characteristics and those characteristics that the customer may legitimately assume in good faith even without special agreement.
- 22.2.2 If a defect is present, the buyer may choose between a deduction from the payment corresponding to the reduced value or rectification of the defect or the delivery of defect-free products (replacement delivery). In the event of significant defects, the buyer may withdraw from the contract.
- 22.2.3 If identical or similar defects occur in two or more units of the same product, the supplier must prove that there is no serial fault. If the supplier is unable to provide such proof, the customer may demand that it provides replacement delivery for all products in this delivery. Instead of complete replacement of the products (installed or uninstalled), the customer may request that the supplier waive the statute of limitations for a period of at least two years and, for the time being, assert only the rights arising from defects pursuant to Art 22.2.2 above for the defective products in this delivery. However, the right to assert the claim for replacement of all products remains reserved.
- 22.2.4 The warranty does not apply to defects and faults that are not the fault of the manufacturer, such as natural wear and tear, force majeure, improper use, intervention by the customer or a third party, excessive use, unsuitable operating equipment or extreme ambient influences.
- 22.3 Material warranty in the case of services under works contracts
- 22.3.1 If a defect is present, the customer may demand rectification of the same or a price reduction. If the defect is significant, the customer may instead withdraw from the contract, provided that:
- the services provided are unusable for the customer;
 - or it is clear to the customer from the outset that rectification will fail;
 - or acceptance of the services provided is otherwise unreasonable to the customer. This is the case in particular if rectification would take too long.
- 22.3.2 If the customer demands that the defect be rectified, the supplier shall rectify the defect within the reasonable period set by the customer and shall bear all costs arising therefrom. If the defect can be rectified only through new production, the right to rectification shall also include the right to new production.
- 22.3.3 If the follow-up inspection reveals that the supplier did not carry out the necessary rectification successfully or at all, or that it is in default despite receipt of

a reminder, the customer can choose from the following courses of action:

- a. deduct the resulting reduction in value from the payment;
 - b. carry out the necessary work at the supplier's expense and risk by itself, or have it carried out by a third party;
 - c. or withdraw from the contract.
- 22.3.4 Until the defect is rectified or it withdraws from the contract, the customer shall continue to be able to dispose of any services or parts thereof that are the subject of a complaint. Operation of the defective service can continue provisionally if this is agreed mutually between the parties.
- 22.4 Warranty period
- 22.4.1 Unless otherwise agreed in the contract, the warranty period shall be 24 months and commences on acceptance of the contractually owed service.
- 22.4.2 The warranty shall restart for replacement deliveries and any components affected by repair.

Art. 23 Liability

- 23.1 To the extent allowed by law, the liability of the supplier shall be:
- a. limited to 100% of the owed payment, or in the case of periodically recurring payments 100% of the payment to be made annually, but in any event at least CHF 1 million;
 - b. excluded for indirect or consequential losses such as lost profit, unrealised savings and claims of third parties, consequential losses from defects or losses as a result of loss of data (with the exception of the costs of data recovery).
- 23.2 The limitation of liability shall not apply to personal injury and material damage brought about culpably or for damages caused by gross negligence or wilful misconduct.
- 23.3 The supplier shall, to the same extent, be answerable for losses resulting from services performed by third parties commissioned by the customer.
- 23.4 The supplier undertakes to take out suitable public liability insurance.

Art. 24 Force majeure

- 24.1 If a force majeure event makes it impossible for one of the parties to fulfil its obligations at all, in full or in a timely manner, the affected party shall immediately notify the other party in writing of the type of event and the expected impact on its contractual obligations, in particular on the provision of the contractual services.
- 24.2 The party affected by a force majeure event is released from its obligation to fulfil its contractual obligations for the duration of the event.
- 24.3 The party prevented from fulfilling its contractual obligations as a result of a force majeure event shall make every effort to limit the impact of the force majeure event on its contractual obligations, in particular on the provision of the contractual services, as far as possible.

Art. 25 Contract duration and termination

- 25.1 The contract shall take effect on the agreed date.
- 25.2 Automatic extension of the contract is excluded.
- 25.3 The end or duration of the contract and its termination are set out in the contract document.
- 25.4 The contracts may be terminated without notice at any time in the event of a serious breach of contract by the other party.
- 25.5 On termination of the contractual relationship, the supplier shall deliver the programs, documents and equipment provided by the customer and the agreed work results without being requested to do so. In particular, the customer shall receive the current source code insofar as the customer is entitled to it.

Art. 26 Assignment/transfer

The assignment or transfer of the contract and individual rights and obligations arising therefrom, particularly the involvement of sub-contractors, shall require the written consent of the other party.

Art. 27 Succession in title

- 27.1 Both parties are bound to transfer the respective contractual relationship together with all rights and obligations to any successor in title. The transferring party shall be released from its contractual obligations only if the successor in title declares entry into the contract in writing and the other party consents.
- 27.2 Either party may reject the successor in title if the latter is unable to meet the contractual obligations.
- 27.3 Should both parties be unable to reach an agreement concerning the transfer, the provisions on termination shall apply.

Art. 28 Applicable law and place of jurisdiction

- 28.1 This legal relationship shall be governed by Swiss law. The provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11/04/1980) are excluded.

28.2 Shall be the following place of jurisdiction in disputes out of or in connection with the contract:

- a. for actions brought by the customer: the registered office of the customer or the registered office of the supplier;**
- b. for actions brought by the supplier: the registered office of the customer.**

Appendix

Sustainability Standards of BKW for Suppliers

Introduction

The following sustainability standards apply to all contractually agreed activities, products and services. In the case of activities in connection with production lines, 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, in particular 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 the wage and working conditions under the collective labour agreements, the standard employment contracts and, in the absence thereof, the customary local and professional regulations.
- 1.5 The SUPPLIER undertakes to carry out its business operations in accordance with the tax regulations applicable under the respective national law and to pay the relevant taxes in due time (in Switzerland, cantonal and municipal taxes, federal tax, VAT).
- 1.6 The SUPPLIER undertakes to pay the social security contributions applicable under the respective national law (AHV, IV, EO, FAK, ALV, BVG and UVG in Switzerland) in due time, including employee contributions deducted from salaries.
- 1.7 If the SUPPLIER is a legal person, it shall carry out the necessary registration as an independent company for social insurance for itself and its employees. If it is not a legal person, it must prove that it is affiliated to a compensation fund as a self-employed person.
- 1.8 The CUSTOMER is not liable for any social contributions (AHV, IV, ALV, etc.) or other compensation payments, in particular 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 as self-employed, the CUSTOMER may claim back any employer contributions or offset them against the fee.
- 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 impose a duty on its sub-contractors to comply with the provisions set out in section 1.

2 Basic principles for 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 any workers against their will and not to recruit any workers who are below the relevant minimum age.
- 2.3 The SUPPLIER undertakes to recognise the freedom of assembly of their employees and to comply as a bare minimum with the applicable regulations laid down 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 through observance of the statutory limits and safety precautions, and appropriate and regular training input.
- 2.5 The SUPPLIER undertakes to ensure that its employees are adequately remunerated and receive the statutory national minimum wage and the social benefits and other support contributions applicable in the region, and guarantees equal treatment of men and women regarding pay.
- 2.6 The SUPPLIER domiciled or established in Switzerland undertakes to comply with the health and safety regulations applicable in Switzerland (maximum weekly working time, rest periods and breaks). The health and safety regulations are deemed to be collective labour agreements and standard employment contracts; where no such contracts exist, the local or customary working conditions for the industry shall apply. The SUPPLIER domiciled outside Switzerland shall comply with the relevant provisions applicable where the services are rendered.
- 2.7 If the SUPPLIER second workers from abroad to Switzerland in order to perform the services, the provisions of the Posted Workers Act of 8 October 1999 shall be observed.
- 2.8 The SUPPLIER agrees to impose a duty on its sub-contractors 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. In cases where negative effects cannot be prevented, it is essential to deploy the best available technological standards to separate chemically and/or

physically modified elements (water, soil, air) from unmodified elements and to keep them separate (no mixing) with due regard for the environment.

- 3.2 The SUPPLIER undertakes to be sparing in its use of resources (e.g. water and energy) and to minimise emissions and waste generation, duly putting measures in place to monitor and make continuous improvement.
- 3.3 The SUPPLIER undertakes to comply with the relevant local environmental legislation (e.g. place of production, place of installation, place of performance, etc.). Unless specified in more detail in the relevant legislation, limits shall be understood to be absolute values and must be met at all times (not on average). If the latest available technological standards such as treatment go beyond the minimum requirements of the law, this is to be preferred. Should the SUPPLIER fail to meet its obligations despite a formal warning of illegal circumstances, the CUSTOMER shall be 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 impose a duty on its sub-contractors to comply with the provisions set out in section 3.

4 Environmental criteria

- 4.1 Raw materials, resources and supplies
The SUPPLIER shall use only those raw materials, resources and supplies that:
 - a. meet the latest standards in terms of protection of human health and conservation of the environment;
 - b. in ecological terms and from a health point of view, do not present a problem in terms of subsequent demolition or dismantling and disposal;
 - c. can be professionally dismantled and preferably reused or recycled.If the SUPPLIER has to use ecologically problematic materials for technical and economic reasons despite best efforts, these must be declared on submission of the bid.
- 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 conform as far as possible to the latest standards in terms of air pollution control, exhaust air and odour control. The SUPPLIER also agrees to optimise transport processes and routes from an environmental point of view.
- 4.5 Soil pollution and contaminated sites
The SUPPLIER undertakes to prevent soil pollution by avoidance of 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 the clearance, sorting, storage, return and disposal of all waste, containers, receptacles and packaging, etc., at its own expense and to ensure that the above operations are carried out in conformity with the law and in compliance with the conditions imposed in the permits and by 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 pollution
The SUPPLIER is obliged to limit any noise generated in the context of the project work to the lowest level that is technically possible. 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 may have to be relocated. Removal of vegetation, sealing of soil surfaces, exposure of roots, installations and drains within the forest line should be avoided as far as 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 Transport and storage of hazardous materials and dangerous goods
In connection with the storage and transport of hazardous materials and dangerous goods, the SUPPLIER undertakes to comply with the legally stipulated

limits and with the regulations on the storage and transport of dangerous goods, to take precautions for the management of accidents, to impose the relevant duties on transport sub-contractors, 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.