



General Terms and Conditions for the Delivery of Goods and/or Services by Open Grid Europe GmbH (“GTC”) (January 2023)

(Translation – German version is authoritative)

Important:

!!!Permission to process personal data granted in Section 19!!!

1. Scope

The following General Terms and Conditions for the Delivery of Goods and/or Services by Open Grid Europe GmbH (“GTC”), apply exclusively for contracts that Open Grid Europe GmbH, Kallenbergstraße 5, 45141 Essen, Germany (hereinafter referred to as “Open Grid Europe”) concludes with entrepreneurs (Section 14 of the German Civil Code (BGB)), corporate bodies organized under public law and separate assets regulated by public law (hereinafter referred to as “the Customer”) to supplying goods and/or services to the other party.

General terms of the Customer will not become part of the terms of the contract, even if these general terms are not expressly rejected by Open Grid Europe before executing a contract. Deviations of the GTC by Open Grid Europe shall only apply, if Open Grid Europe has expressly accepted them by written notice.

2. Proposal and Order/Order Acknowledgement

By accepting a proposal made by Open Grid Europe without any objection or by placing an order, the Customer accepts as binding the General Terms and Conditions for the Delivery of Goods and/or Services by Open Grid Europe as amended at the time of the proposal.

If Open Grid Europe starts rendering its services for the Customer before a proposal submitted to the Customer has been accepted / before an order has been placed by the Customer, the General Terms and Conditions for the Delivery of Goods and/or Services by Open Grid Europe as amended at the time the services are rendered shall apply.

If Open Grid Europe's proposal is also based on any other special terms and conditions, such special terms and conditions shall prevail over these General Terms and Conditions for the Delivery of Goods and/or Services in the event of any contradictions.

Unless otherwise stated, the information on costs and quantities contained in the proposal shall be deemed to be estimates only. Such estimates will have been prepared by Open Grid Europe to the best of its knowledge and belief on the basis of experience and on the basis of the information available to Open Grid Europe at the time the proposal was submitted.

3. Contract Documentation

The Customer shall, without special request by Open Grid Europe being required and at the Customer's own expense, ensure that Open Grid Europe is furnished with all data and material



relevant to the contract in good time before performance of the respective contract starts. This includes all information on Customer and/or third-party pipelines, installations and structures of any kind, especially for contracts involving civil work.

4. Changes

Open Grid Europe reserves the right to change, until performance of the contract starts, the goods and/or services to be delivered under the contract, if and to the extent that important reasons beyond the control of Open Grid Europe – for example, reasons which may jeopardize performance of the contract – require Open Grid Europe to do so, provided that Open Grid Europe compensates the Customer for any significant disadvantages which may arise therefrom and which the Customer cannot be reasonably expected to accept.

Any oral amendments and/or supplements to the contract shall not be binding unless confirmed by Open Grid Europe in writing.

5. Place of Performance

Unless agreed otherwise, the place of performance for the delivery of goods and/or services by Open Grid Europe shall be the place at which the Customer is domiciled.

All payments shall be made to the bank account indicated on the invoice.

6. Third-Party Involvement, Assistance by Customer

Open Grid Europe shall be entitled at any time to employ third parties to fulfil its obligations under the contract or, following agreement with the Customer, to award subcontracts for part deliveries of goods and/or services in the name of and for the account of the Customer.

On request of Open Grid Europe, the Customer shall make available auxiliary staff, equipment and material which Open Grid Europe may require for the performance of the contract, provided that such request does not significantly affect the interests of the Customer.

Unless otherwise agreed, any necessary archaeological investigations and explosive ordnance surveys and clearance shall be the responsibility of the Customer.

7. Price Agreements

Unless other agreements on prices are made in writing, any delivery of goods and/or services by Open Grid Europe shall be charged in accordance with the Open Grid Europe “Rates and Conditions for Services Rendered (Doc. No. 9/20)” in force when the contract is performed.

8. Acceptance and Notice of Defect

Open Grid Europe shall notify the Customer in writing of the completion of a service / work to be performed under the contract or any self-contained parts thereof and set a reasonable deadline for acceptance by the Customer. The service or work or self-contained part thereof shall be deemed to have been accepted by the Customer, unless the Customer has refused acceptance within the above deadline, stating at least one defect.



If no deadline has been set for acceptance by the Customer following completion, the period for acceptance shall be 14 days, unless a longer period must be assumed under given the circumstances.

If the Customer makes use of work or of part thereof performed, irrespective of a notification of completion, such work or relevant part thereof shall be deemed to have been accepted after the elapse of one (1) week from the date of use, provided that no significant defects preventing fitness of use occur during said period. Open Grid Europe shall be notified in written form about such defects within one (1) week.

If the above-mentioned periods expire without any notice of defect, the Customer loses all warranty rights referred to under Section 634 of the German Civil Code (BGB) concerning these defects.

Upon receipt of goods and/or services, the Customer shall immediately give notice in writing to Open Grid Europe of any obvious defects. In case of work performed for the timeliness of the notice of defect the acceptance or the deemed acceptance respectively is decisive. Should the Customer fail to give any such notice, the goods/ services are deemed to be approved, unless a defect has not been recognizable during the inspection.

9. Invoicing and Payment

Invoices by Open Grid Europe shall be made out in a single copy and shall be issued only after complete delivery of the goods and/or services or, in the case of self-contained parts thereof, after the respective goods and/or services have been provided. In the case of work performed, however, the invoice shall not be issued until after acceptance or partial acceptance of self-contained partial services or after acceptance can be deemed to have occurred.

The invoice documentation binding for the issue of such invoices shall be solely the forms employed by Open Grid Europe at the time when the goods are delivered and/or services performed. Any forms made available by the Customer shall not be binding on Open Grid Europe, even if Open Grid Europe has taken receipt of such forms or has not explicitly objected to their use.

All invoices are due immediately upon receipt and shall be paid without delay by transfer of the respective invoice amount(s) to the account specified by Open Grid Europe in the relevant invoice(s).

The Customer shall have no right to offset any claims he may have against Open Grid Europe against any amounts invoiced by Open Grid Europe unless such claims are not disputed by Open Grid Europe or have been confirmed by a final court decision. The Customer shall have no right to withhold payment unless any such right arises from the same contract and is undisputed by Open Grid Europe or has been confirmed by a final court decision.

Any other claims by Open Grid Europe shall remain unaffected.

10. Notification Obligation in Case of Non-availability of Goods and/or Services

In the event of non-availability of any goods and/or services to be delivered under the contract, Open Grid Europe shall inform the Customer hereof in writing without delay as soon as it has obtained knowledge thereof and shall further reimburse to the Customer any consideration it may



have received from the Customer for any such non-available goods and/or services.

The statutory rights of rescission of Open Grid Europe shall remain unaffected.

11. Premature Termination of Contract

Where the contractual relationship is terminated before Open Grid Europe has performed the contract in full, goods already delivered and/or services already performed by Open Grid Europe shall be paid for on a pro rata basis within the scope of the price arrangements agreed between the parties to the contract.

In case of lump sum agreements, the invoice amount shall be reduced accordingly by the amount chargeable to goods and/or services which have not yet been delivered and/or performed when the contract is terminated.

In the event of ordinary termination by the Customer of a contract for work, Section 648 of the German Civil Code (BGB) shall apply.

Failing other reference values, the values of the goods delivered and/or services performed by Open Grid Europe until the contract is terminated shall be calculated in accordance with the Open Grid Europe "Rates and Conditions for Services Rendered (Doc. 9/20)" in force when the contract is performed.

The above arrangements shall not prejudice any other claims of Open Grid Europe arising from premature termination of contract. The foregoing shall also be without prejudice to the rights of Open Grid Europe to rescind and/or terminate the contractual relationship.

12. Retention of Title and Assignment of Rights as Security

Pending settlement of all claims of Open Grid Europe against the Customer, including, without limitation, claims resulting from other contracts concluded in connection with existing business relations with the Customer, Open Grid Europe shall retain title to any deliveries made by Open Grid Europe. This provision shall also apply in the event that any such deliveries are resold or processed. The Customer shall not be entitled to resell any such deliveries to third parties unless the prior written consent of Open Grid Europe has been obtained. Where such consent is given, any claims of the Customer against such third parties shall be deemed to be assigned to Open Grid Europe as security for the claims of Open Grid Europe against the Customer. Any legal costs (such as court and legal fees) arising for reasons for which the Customer is responsible shall be reimbursed to Open Grid Europe by the Customer.

If the estimated value of such security as provided for in Section 237, sentence 1 of the German Civil Code (BGB) exceeds the value of the claims to be secured by forty-five per cent (45 %), Open Grid Europe shall reduce such security by the amount exceeding said security cover limit.

The Customer shall inform Open Grid Europe in writing in good time of any circumstances and/or events of which he obtains knowledge or which are within his sphere which may affect the existence and/or amount of such security.

13. Liability for Defects and Limitation Period

The Customer shall grant Open Grid Europe a reasonable term for any such subsequent performance.

If the sale of goods is applicable Open Grid Europe shall, at its discretion, remedy any such defects by way of reperformance or way of replacement delivery for the purpose of subsequent performance. Apart from that the statutory provisions are valid.

Open Grid Europe shall not be liable for any defects arising from deliveries made and/or work performed by third parties who are neither servants nor agents of Open Grid Europe nor for any damage or loss resulting from such defects.

The Customers' liability rights are subject to a limitation period of twelve (12) months from the start of the statutory period of limitation.

The limitation periods according to Sections 438(1) No. 2 and 634a(1) No. 2 of the German civil Code (BGB) of five (5) years for structures, building materials and building components as well as for engineering and supervision services in connection with the construction of structures shall remain unaffected. The above-mentioned restrictions to the limitation periods shall not apply in case of violation of life, body and/or health, in case of assumption of a guarantee or a procurement risk or in case of fraudulent intent.

14. Liability

The liability of Open Grid Europe created by statute or by contract for any violation of its obligations under or outside the contract shall be limited to wilful acts and gross negligence. Open Grid Europe shall also be liable in the event of slight negligence in its fulfilment of obligations which are of essence to the performance of the contract and which ensure fulfilment of the purpose of the contract. In the event of slight negligence, the liability of Open Grid Europe shall be limited to direct loss and to the value of the respective contract unless the foreseeable damage typical of the contract is higher. If such foreseeable damage is higher, the liability of Open Grid Europe shall be limited, in terms of type and amount, to the respective foreseeable damage typical of the contract. The liability limitations hereinabove shall not apply in the event of slight negligence causing injury to life, body and/or health, in case of assumption of a guarantee or a procurement risk or in case of fraudulent intent.

The liability limitations valid for Open Grid Europe shall also apply mutatis mutandis to the liability of its servants and agents.

The Customer shall hold Open Grid Europe and its servants and agents harmless against claims for damages by third parties which arise as a result of the performance of the contract and which go beyond the liability of Open Grid Europe or its servants and agents under the provisions hereinabove.

Furthermore, the above limitations of liability shall not apply in cases where liability is required by law (e.g. under the Product Liability Act (ProdHaftG)) and in other cases where a limitation of liability by way of a legal transaction is not possible.

15. Force Majeure

Any events or circumstances beyond the control of Open Grid Europe and any consequences thereof beyond the control of Open Grid Europe which make it impossible or unreasonable for Open Grid Europe to perform its contractual obligations, including, without limitation, acts of God, strikes and lockouts, unforeseeable disruptions of business operations or traffic, directives by authorities and similar obstacles, shall release Open Grid Europe from its contractual commitments for the duration and to the extent of the consequences of such events or circumstances. This provision shall also apply if such unforeseeable events or circumstances occur at Open Grid Europe's suppliers or any other third party employed by Open Grid Europe for the fulfilment of its contractual commitments and lead to difficulties in delivery beyond the control of such suppliers and/or third parties.

Any legal rights of the parties to the contract to rescind the contract shall remain unaffected, in particular if such events or circumstances lead to an unreasonably long release of Open Grid Europe from its contractual obligations or if continuance of the contract leads to unreasonable disadvantages on the part of Open Grid Europe due to any such events or circumstances.

16. Jurisdiction

The courts at Essen shall have exclusive jurisdiction in all questions arising from the contract.

17. Ineffective Provisions

If any of the provisions of the terms and conditions on which the contractual relationship is based is or becomes ineffective or unenforceable, the other provisions shall remain in full force and effect.

If any such ineffective or unenforceable provision has been specifically negotiated by the parties to the contract, the parties to the contract shall replace the provision concerned by an effective or enforceable provision having as near as reasonably possible the same economic effect as the provision so replaced.

18. Applicable Law

The contract shall be exclusively subject to the laws of the Federal Republic of Germany, and UN sales contract law shall be expressly excluded.



19. Data Processing

The Parties shall comply with all applicable data protection regulations including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679, also referred to as "GDPR") and the Federal Data Protection Act.

Open Grid Europe will collect and process personal data to the extent required for placing orders / for contract performance.

The foregoing shall apply in particular to personal data provided when the order is placed (i.e. name, address, telephone number, date of birth, profession, company, etc.).

Place, date

Signature of Customer or Customer's Legal Representative