

General Terms and Conditions of DEA Deutsche Erdoel AG for Construction and Installation Work



1. General

1.1 The following General Terms and Conditions for Construction and Installation Work shall apply to the provision of construction and installation services rendered by Contractors as defined by Section 14 of the German Civil Code (BGB) for DEA Deutsche Erdoel AG (hereinafter "DEA"), unless otherwise expressly agreed in the individual case concerned.

1.2 The Contractor's terms and conditions of business *shall apply only* if and to the extent DEA has expressly declared in writing its agreement therewith. The lack of any explicit objection, the acceptance of the service rendered or any mere reference to a letter from the Contractor containing, or referring to, the Contractor's terms and conditions of business shall not be deemed as DEA's agreement.

2. Conclusion of the contract, written form, quotation

2.1 DEA may revoke its purchase orders at any time provided they do not contain an unconditional acceptance of the Contractor's quotation or state an explicit lock-in period. Acceptance of orders by the Contractor shall be in written form or through unconditional execution of the order.

2.2 Purchase orders and all agreements, amendments and notices of termination in connection therewith, as well as all other legally relevant declarations and notices submitted after the conclusion of the contract (e.g. the setting of a time limit, issuance of a reminder, declaration of rescission) shall only be effective in writing.

2.3 The Contractor issues quotations or cost estimates free of charge. These shall not impose any obligations upon DEA.

2.4 In his quotation, the Contractor shall expressly point out any deviations from DEA's enquiry and shall, where possible, offer the most favourable technical or commercial alternatives.

2.5 The following components shall form the contractual basis:

1. DEA's purchase order.
2. The minutes of the negotiations as accepted by both parties.
3. All specifications, tender documents, plans provided by DEA.
4. The "Safety Regulations for Contractors" and additional instructions applicable at individual sites to which reference has been made by DEA in the purchase order or else and that can be read on DEA's website at www.dea-group.com/en/about-dea/procurement under "General terms and conditions" ("Terms and Conditions of Purchase for Germany").
5. These General Terms and Conditions for Construction and Installation Work.
6. The German Construction Contract Procedures Part C (VOB/C) in the version valid at the time of concluding the contract.
7. Generally accepted engineering practice.

2.6 In the event of contradictions between the contract components set forth in clause 2.5, the order of precedence set forth in clause 2.5 shall apply.

2.7 During fulfillment of the contract the Contractor shall observe the applicable laws, in particular the German Federal Mining Act, together with the applicable Federal and State directives, DIN regulations, VDE and VDI guidelines, the applicable regulations of the building control authorities, the German Association of Property Insurers, the employers' liability insurance associations and the accident prevention regulations, in particular the German Workplaces Ordinance in conjunction with the workplace directives and the German Construction Site Ordinance.

3. Scope of services

Unless the specification stipulates otherwise, the following provisions shall apply:

3.1 The Contractor shall nominate by name and in writing a site manager for the full duration of construction.

3.2 The Contractor has visited the construction site, taken into account any recognisable encumbrances and has priced these accordingly prior to the conclusion of the contract.

3.3 The prices shall include everything necessary for complete and on-time fulfilment, together with all costs necessary for the Contractor to fulfil his contractual obligations. This includes in particular, but not only the following services, which are accordingly not to be remunerated separately:

- a) Have available the construction site installations for the duration of the construction project.
- b) Supply of the construction site, and work with electricity and water, dispose of waste water, unless otherwise agreed.
- c) Assume the legal duty to implement safety precautions for the site and work considering the relevant health, safety and environmental protection regulations, the accident prevention regulations, good engineering practice, recognised codes of practice and the internal operating rules of DEA, which can be read on DEA's website at www.dea-group.com/en/about-dea/procurement.
- d) Protect the work already performed against theft, damage, weather damage and ground water until the time of acceptance.
- e) Obtain the required local authority approvals, including the costs arising therefor, unless otherwise agreed.
- f) Perform survey work required during the construction phase, including the costs or fees incurred. DEA will only peg-out the primary axes of the structure and provide the required height datum points.
- g) The Contractor shall hand-over the inspection and inventory plans, operating instructions and regulations together

- h) with the maintenance instructions at the latest at the time of acceptance
- h) Cleaning of the construction site and removal of the packaging material together with cleaning and securing of pavements and roadways.
- i) Participation in all site meetings.
- j) The key personnel working on the construction site must be able to speak German
- k) Checking of all documentation provided by DEA to ensure completeness and correctness. In the case of any discrepancies the Contractor undertakes to immediately inform DEA thereof.
- l) Keeping of daily time sheets, daily construction reports and other written work.

4. Materials, resources

4.1 The Contractor shall hold available all of the materials required to fulfil the contract (e.g. construction materials and products, spare parts) and resources (i.e. tools, equipment, machines, vehicles, cranes, scaffolding, portacabins, energy, water, etc.) without charging separately for them. Corresponding delivery notes shall be submitted to DEA to confirm delivery to the DEA sites.

4.2 The Contractor shall immediately remove materials and resources that are no longer required from the site following completion of the contract.

4.3 The Contractor shall allow DEA or a third party nominated by DEA to share, for its own purposes, the use of resources provided by the Contractor. This includes scaffolding and cranes in particular. The Contractor shall be entitled to charge local market rates for holding scaffolding available beyond the period required for his purposes upon DEA's request. For permitting the usage of cranes, the Contractor shall be entitled to charge DEA at local market rates for the machine operating hours accrued.

4.4 The Contractor shall be responsible himself for the storage and surveillance of materials and resources. DEA accepts no liability for materials and resources delivered to the site by the Contractor or for any other property of the Contractor, which is present on the

construction site and DEA shall not be liable for any damages. This shall not apply in the case of damage caused through the negligence of DEA or its employees.

5. Quality assurance

The Contractor undertakes to implement an effective quality assurance programme, which, meets the requirements of a quality management system pursuant to ISO 9001 or equivalent. DEA shall be entitled to review the Contractor's quality assurance system, upon giving prior notice, either itself or by engaging a third party.

6. Prices, accounting, due dates and discounts, payment default

6.1 The prices quoted on the purchase order or otherwise agreed upon shall be binding (fixed prices). They shall apply for the entire duration of the contract and shall not be affected by increases in labour costs, the price of materials, social security contributions, taxation rates or similar until acceptance. The prices are stated net, excluding any applicable statutory value added tax and include remuneration for all services required for performing the Contract such as personnel, materials, resources, all services mentioned in these conditions and all necessary trial runs and commissioning.

6.2 The agreed prices shall, unless otherwise agreed individually in writing, include all work, supplementary services and measures that become necessary to provide protection against damage and the effects of weather until the time of acceptance. This shall not apply to special winter construction measures.

6.3 If, in exceptional cases, price adjustments have been agreed individually, such price adjustments shall, before taking effect, require written notification in advance; asserting a price adjustment retrospectively shall be excluded.

6.4 If, in exceptional cases, reimbursement of travel expenses has been agreed individually, such reimbursement shall be limited to the flat rate amounts as provided for by the German Income Tax Act (EStG).

6.5 In the event of monthly partial invoicing DEA will, on the basis of substantiated performance records, pay 90% of the amounts shown on the verifiable invoices within the agreed term of payment. The remaining 10% shall be paid upon receipt of the final invoice and will be shown as a remaining liability resulting from the partial invoice until the date of final settlement.

6.6 In the event of monthly partial invoicing, DEA shall, on the basis of substantiated performance records, pay 100% of the amounts shown on the verifiable partial invoices within the agreed term of payment, provided the Contractor has paid a deposit amounting to 10% of the net value of the contract plus statutory value added tax (VAT) for the duration of the contract.

6.7 The Contractor shall prepare his invoices in accordance with the requirements of the German Value Added Tax Act (statement of tax number/VAT identification number/invoice number etc.) such that DEA is able to deduct the invoiced value added tax as input tax.

6.8 Promptly after the work has been completed the Contractor shall issue his invoice, in verifiable form, to the invoice recipient stated on the purchase order at the stated invoice address. Such invoice may be sent electronically as a pdf file, provided the requirements set forth in the "Electronic Invoicing" information sheet which can be viewed on the DEA website at <http://www.dea-group.com/de/ueber-dea/einkauf>, are observed.

6.9 Payment shall be due 60 days following receipt of a verifiable invoice by DEA. The Contractor shall grant an early payment discount of 3% on all payments (including payment instalments, down payments and final payments) made within 14 days after receipt of a proper invoice. DEA's payments are always subject to the reservation that corrections may be made in the event of complaints subsequently arising.

6.10 The Contractor shall issue the final invoice, in verifiable form, along with all of the necessary settlement documentation and send it to DEA within four weeks of acceptance. DEA shall check and pay the final invoice within the agreed payment term from the date of receipt, while deducting the agreed amount retained as security.

6.11 Unless the Contractor submits a valid certificate of exemption to DEA in accordance with Section 48 b par. 1 clause 1 of the German Income Tax Law (EStG), DEA shall be required to deduct 15% of the payment amount and pass this on to the relevant tax office for the Contractor's account. The Contractor shall either submit a valid certificate of exemption or provide the details of his tax office, tax number and account details for the tax office – at the latest upon submission of the first invoice. Payment of the invoiced amounts shall be contingent upon these details being provided by the Contractor.

6.12 If invoicing and payment according to measurements taken on site have been agreed, the following shall apply in addition:

- a) Should there be a discrepancy between the quantity supplied and the quantity stipulated in the contract, without a change being made to the contractual project specifications by order of DEA, there shall be an entitlement to an adjustment to the agreed standard rates in the event that the actual quantities used either exceed or fall below the originally assumed quantity assessment by more than 25%. The Contractor shall inform DEA immediately it begins to emerge that the quantities are likely to deviate by more than 25%.
- b) The Contractor and DEA shall jointly prepare and sign an on-site measurement protocol on the spot. This shall transparently and verifiably document all billable items. Should DEA fail to meet its duty to cooperate in this respect within a period of 14 working days following completion of the works and a request from the Contractor to prepare the on-site measurement, the Contractor shall be entitled to submit a partial or final invoice on the basis of an on-site

measurement he has completed independently, provided it is accompanied by verifiable documentation (photographic documentation, plans, etc.).

- c) The Contractor shall make quantity surveys, on-site measurement lists, settlement drawings and certificates of material consumption available to DEA immediately following request.

6.13 If invoicing and payment have been agreed on the basis of time worked, the following shall apply in addition:

- a) Hours worked shall be entered each day onto the forms stipulated by DEA. These forms must be completed in full, including the entry of start and finish times. They shall be submitted to DEA for checking on a weekly basis.
- b) If no details are given regarding break times, it shall be assumed that the minimum legal break periods have been observed.
- c) DEA shall reimburse the Contractor for the expenses incurred for the deployed employees, such as per diem rates, transportation fares, travel expenses and accommodation, only where remuneration of such expenses has been explicitly agreed in writing on an individual contract basis.
- d) If the reimbursement of accommodation expenses has been explicitly agreed in writing as an exception on an individual contract basis, expenses for breakfast, other victualling and ancillary expenses shall not be included.
- e) In the absence of any agreement regarding charge rates, DEA shall only pay for the verified actual working hours (excluding breaks) at an appropriate hourly rate for each employee deployed by the Contractor or representative of the Contractor. This hourly rate shall not exceed the standard wage to be paid by Contractor's representative plus an appropriate Contractor surcharge.

6.14 Payment shall be made without acknowledging any conditions or prices which deviate from or are not included in the conditions of contract and shall not prejudice the

rights of DEA arising from non-performance or improper performance of the service

7. Execution deadlines

7.1 The Contractor shall comply with the deadlines stated in the purchase order or otherwise agreed. This applies in particular to the completion date and to the date for commencement of the work. Furthermore, all interim deadlines stipulated in a construction progress schedule shall also be binding.

7.2 The Contractor shall provide sufficient personnel, equipment, scaffolding, materials and structural members at the site in order to ensure that the Contractor is able to meet the deadlines, even taking into account external influences that are not attributable to DEA. Should this not be the case, the Contractor shall be required to remedy the situation immediately upon request by DEA.

7.3 Should the Contractor have cause to believe he is hindered in the proper execution of the work, he shall immediately notify DEA of this in writing. Should the Contractor fail to provide such notification he shall bear the cost of any resultant losses and damages.

7.4 Should the Contractor realise that an agreed deadline cannot be met, he shall give DEA prompt written notification thereof, specifying the reasons and expected duration of the delay. The Contractor shall ensure, by employing all possible technical and economically justifiable means, that the delay is kept as short as possible and that the works are completed. Acceptance of late delivery or service shall not constitute a waiver of compensation claims by DEA. The Contractor shall not be entitled to invoke lack of necessary cooperation if it had not requested in writing DEA unsuccessfully to take a concrete action within reasonable deadline.

8. Amended or additional work

8.1 DEA shall be entitled to request amendments to the scope of work, including to the contractually agreed deadlines, unless this would be unreasonable for the Contractor. The effects, in particular in terms of increased or reduced costs and deadlines, shall be given appropriate consideration and

shall, before any amendments are made, always be agreed in writing between DEA and the Contractor on the basis of the price determination for the contracted works and taking into consideration the specific costs of the requested amendments.

8.2 If, pursuant to clause 8.1 above, DEA requests the Contractor to carry out amended and/or additional work not provided for in the contract or a change to a deadline, the Contractor shall immediately advise DEA of any claim for additional remuneration and submit a supplementary quotation.

8.3 There shall be no entitlement to additional remuneration if additional work is necessary due to circumstances which should have been foreseeable by a diligent Contractor from the tender documents (construction plans and specification) in conjunction with the construction site inspection, and the Contractor had nevertheless given no indication of this nor details of the additional costs before the contract was concluded. Such work is deemed to be supplementary work that is included in the prices stated in the specification.

8.4 Acceptance of quotations for amendments and additional work shall be made in writing. In cases where delays to the deadline are threatening or of imminent danger, the Contractor shall commence with making the amendments already before written agreement is obtained.

9. Subcontracting, transfer of contract

9.1 Engaging subcontractors of any tier to perform all or part of the work, replacing subcontractors and the involvement of further subcontractors as well as any full or partial transfer of the contractual rights and obligations to third parties by the Contractor, shall require DEA's prior written consent. The Contractor shall, also in these cases, remain fully responsible for the performance of the contractual obligations and for compliance with the duties transferred. The Contractor shall place all subcontractors engaged by him under obligations commensurate with the duties incumbent upon the Contractor

himself vis-à-vis DEA, in particular those obligations set forth in clauses 10, 21 and 22.

9.2 The Contractor shall immediately inform DEA of any transfer of this Contract by operation of law and any change of company name. DEA shall at any time be entitled, without obtaining prior consent, to transfer its rights and obligations resulting from the legal relationship with the Contractor to an affiliated company within the meaning of Section 15 et.seq. of the German Companies Act (AktG).

10. Minimum wage

10.1 The Contractor warrants (i) to pay, in due time, to the employees he engages to perform his contractual obligations a remuneration at least in the sum of the applicable statutory wage or – if higher – the minimum wage according to the collective labour agreement and (ii) to place every subcontractor and temporary employment agency engaged by him under an obligation to this effect and under an obligation to impose a corresponding obligation upon their subcontractors and temporary employment agencies. Upon DEA's request, the Contractor shall provide proof of compliance with the above obligation.

10.2 DEA shall be entitled to terminate the contract without giving notice if the Contractor or any of his subcontractors or temporary employment agencies of any tier should fail to meet the obligations set forth in the German Minimum Wages Act (MiLoG) or in clause 10 or the respective contractual obligation.

10.3 The Contractor shall indemnify DEA against all claims which may be brought against it by employees of the Contractor or its subcontractors of any tier or its and their temporary employment agencies pursuant to Section 13 of the German Minimum Wages Act (MiLoG) and pay compensation for any damages incurred.

11. Assignment, set-off, right of retention

11.1 Except with DEA's prior written consent, which shall not unreasonably be withheld, the Contractor shall not be entitled to transfer

his contractual claims – either wholly or in part – to third parties or to instruct third parties to collect such claims.

11.2 The Contractor shall only be entitled to set off against counterclaims if they are undisputed or have been finally determined by a court decision, and may assert a right of retention only on account of such claims.

11.3 In the event of defective performance DEA shall be entitled to withhold part of the payment – up to three times the required cost of rectifying the deficiency – until the deficiency has been rectified.

12. Health & safety and environmental protection

The Contractor shall comply with generally accepted engineering practice, the generally accepted safety regulations and the applicable regulations concerning accident prevention, health & safety and environmental protection when providing his goods and services. The Contractor undertakes to adopt a safety-oriented approach to his work while taking into consideration the DEA safety guidelines.

13. Trial operation and functional testing following installation work at plants

13.1 Functional testing, with and without load, shall commence for the individual plant components, plant groups and the plant as a whole following completion of the respective installation work.

13.2 Following completion and commissioning of the plant and commencement and successful completion of trial operations to determine the operability of the plant, the plant shall be deemed to be operational.

13.3 During trial operations the plant shall be operated in accordance with a programme to be stipulated by DEA. It will, however, still be operating under the supervision of the Contractor and the Contractor shall have full responsibility.

13.4 Damage to the plant/machinery arising during trial operations shall be the responsibility of Contractor unless the Contractor is

able to demonstrate that DEA's operating personnel have acted contrary to the operating instructions issued and explained to them by the Contractor.

13.5 The transfer of risk, acceptance and start of the period of liability for defects shall not be associated with the commencement of trial operations.

14. Acceptance

14.1 Acceptance shall be carried out formally by DEA and Contractor signing the acceptance form specified by DEA. None of the following shall be deemed to be or substitute acceptance: Implication in fact, tests, specialist reports, completion certificate, other certificates, work records, use, taking the plant into operation and commercial use during the course of trial operations. Both parties shall be entitled to invite an acceptance inspection by giving the other party ten working days' notice.

14.2 The Contractor shall cooperate during the acceptance procedure and provide the necessary labour and measuring equipment.

14.3 Presentation of all documentation is a key prerequisite of acceptance. Acceptance may be refused should such documentation not be available.

15. Liability (including liability for defects)

15.1 Save as otherwise provided hereinafter, the liability for defects and other liability shall be governed by the provisions of the German Civil Code (BGB).

15.2 If rectification of a deficiency requires removal and refitting, the Contractor shall bear the costs arising for this. Should the Contractor fail to meet his obligation of subsequent performance within an appropriate deadline set by DEA, the rectification measure shall be deemed to have failed and DEA shall be entitled to perform the required measures, or have them performed, at the Contractor's risk and expense. Setting a deadline shall not be required if it rectification cannot be delayed. The Contractor shall bear the costs (including any removal and refitting

costs) incurred by the Contractor in connection with examination and subsequent performance even if no actual deficiency existed, unless DEA had known about this or was unaware as a result of its negligence.

15.3 By repairing or replacing the goods or services in part or in full as a result of a deficiency stated by DEA, the Contractor acknowledges DEA's claim for supplementary performance resulting therefrom.

15.4 The Contractor shall indemnify DEA against all claims, which may be brought against DEA by third parties for reasons based on a deficiency in the goods or services or other breach of obligations by the Contractor, unless the Contractor demonstrates that he is not responsible for the event which triggered the damage.

15.5 The Contractor warrants that his goods and services and the use thereof do not infringe any patent rights, copyrights or any other property rights of third parties. Notwithstanding DEA's statutory rights the Contractor shall indemnify DEA upon first request against all third-party claims resulting from any property right infringement for which the Contractor is responsible and shall reimburse DEA for all costs and expenditures which are incurred by DEA resulting from a claim in this connection.

16. Contractual penalty

If a contractual penalty has been agreed and forfeited, DEA shall be entitled to demand payment thereof up until the due date for the final payment, without having to expressly reserve this right pursuant to section 341, Section 3, of the German Civil Code (BGB).

17. Insurance

17.1 The Contractor shall maintain in effect, at his own expense, the following insurance policies for the duration of the contract: All of the legally required insurance policies (for example: employers' liability insurance association, workers' compensation, employers' liability, motor third-party liability insurance, comprehensive liability/public liability insurance and environmental liability insurance to

cover all types of damage (personal injury, material damage, environmental damage)). The insurance policy shall cover the works to be performed and shall also provide cover for subcontractors.

17.2 The Contractor shall demonstrate that the above-stated insurance policies are in effect and submit the corresponding documentation to DEA. The Contractor shall ensure that all of his subcontractors are correspondingly insured and – where possible – agree on a waiver of recourse in favour of DEA. Any deficits and all deductibles payable with respect to the insurance cover shall be borne by the Contractor.

18. Securities

18.1 If the Contractor requests DEA to make an advanced payment and DEA does not accept such request unconditionally, DEA shall only make such advanced payment if the Contractor first provides security amounting to the total gross payment requested. DEA shall return the security upon request by the Contractor or guarantor, once the advance payment has been set off against a due invoice or after the Contractor has provided all goods and services in accordance with the terms of the contract.

18.2 Unless otherwise agreed individually in writing, any securities to be provided by the Contractor must be issued by a credit institution licensed in the Federal Republic of Germany that is considered suitable by DEA and the securities are declared as being irrevocable, permanent, indefinite and directly enforceable. The security certificate must state that the guarantor waives his defences of failure to pursue remedies, the right of contestability, the right to pay into court and the right of set-off. The right of set-off shall, however, not apply if the Contractor's counterclaim is undisputed or have been finally determined by a court decision.

19. Rights of use, industrial property rights, inventions

19.1 All parts, materials, substances, tools, images, plans, drawings, calculations, performance instructions, product descriptions and other documents provided or made

available to the Contractor by DEA shall remain the property of DEA and the Contractor shall mark them as being the property of DEA, store them with the due diligence of a prudent, conscientious businessperson, use them solely for the purpose of executing the contract and return them to DEA at the latest upon completion of the contract. The Contractor shall prevent third parties from accessing them and shall immediately inform DEA of any changes in quantity (e.g. as a result of theft or loss of items) and condition (such as any limitations to usability) of the provided materials and of any accidents involving them. The Contractor shall, at his own expense, undertake any maintenance and inspection work and perform maintenance and repair work necessary for tools provided by DEA for the duration of the Contractor's use of such tools. The Contractor shall only undertake processing or modification of items provided by DEA following agreement with and for DEA. Any components and materials that are removed by the Contractor during dismantling or repair work at DEA's sites shall be returned to DEA.

19.2 To the extent that intellectual property is affected by the use of the good or services or is created in connection with providing the goods or services, the Contractor hereby grants DEA an irrevocable, temporally, geographically and substantively unrestricted right of use which is freely transferrable to third parties and is sub licensable.

19.3 All results of work created and developed in connection with the implementation of the contract by the Contractor, including all data, documents, plans, drawings etc. shall, without a separate fee being paid, become the exclusive property of DEA upon their creation and shall be submitted to DEA no later than upon completion of the contract in their original format and, upon request by DEA, on data carriers. Any right of retention to these shall be excluded.

20. Termination, Contractor's duty to vacate

20.1 DEA may terminate the contract at any time. In the event of termination pursuant to this clause 20.1 – with regard to the offsetting

of expenses not incurred and other potential sources of income – the Contractor shall receive only that portion of the payment which equates to the proportion of the service so far provided measured against the total service to be provided, unless the Contractor is able to demonstrate that its savings or other potential income are lower.

20.2 DEA shall furthermore be entitled to terminate the contract in the event that an official approval required for the building covered by this contract or for the operation of the business premises to which this contract pertains is either not issued or is withdrawn or if other material technical, commercial or operational reasons, which were unforeseeable by DEA at the time of concluding the contract and for which DEA is not responsible should so require.

20.3 The contract may be terminated for good cause without giving notice. Good cause shall be deemed to exist – without limitation - if the Contractor breaches a contractual obligation and does not remedy the situation within a reasonable period of time set by DEA or has been warned by DEA to no effect or if the respective opposite party to the contract suffers a substantial deterioration in its financial situation which jeopardises fulfilment of the contract or if the opposite party fails to meet its obligation to pay taxes or social security contributions or if further performance becomes fully or partly inadmissible as a result of statutory or official regulations. The statutory right of termination, right of termination for good cause or right to withdraw from the contract shall remain unaffected.

20.4 If the Contractor has received documents, plans or drawings from DEA during the course of executing the contract, he shall return these immediately to DEA in the event of termination or withdrawal from the contract

20.5 Following completion of the contract the Contractor shall dismantle and remove his plant, machinery and tools from the site within a reasonable period of time. Any waste materials and building site rubble that result from the Contractor's works shall also be re-

moved and properly disposed of by the Contractor within a reasonable period of time and at his own expense. Should the Contractor fail to fulfil this obligation, DEA shall be entitled to perform this work itself or have the work performed at the Contractor's expense.

21. Confidentiality, data protection and advertising

21.1 The Contractor shall maintain absolute secrecy in respect of all business and trade secrets as well as all other commercial and operational circumstances, information, results of work and documents (hereinafter "Confidential Information") which come to his knowledge in connection with the implementation of the contract and shall not make this Confidential Information available to third parties without DEA's prior written consent. The obligation to maintain confidentiality shall not apply insofar as and when the Confidential Information is already in – or enters – the public domain, if it was already known to the Contractor before its disclosure by DEA or is made known to the Contractor by third parties without breaching any obligation to maintain confidentiality or that has been autonomously identified or developed by the Contractor independently of its disclosure by DEA or that is required to be published on account of mandatory statutory provisions. The Contractor may only forward Confidential Information to his personnel, subcontractors and other vicarious agents to the extent that such information is absolutely necessary for performing the contract and the Contractor has placed these recipients under an obligation to maintain confidentiality commensurate with the requirements of this clause 21.1. The Contractor shall demonstrate to DEA, upon request, that he has met this requirement. Should the Contractor's vicarious agents need to access the information technology and telecommunication systems of DEA in connection with performing the contract, the Contractor may only deploy such vicarious agents who have signed a confidentiality agreement stipulated by DEA. The Contractor shall not use Confidential Information for any other purposes and shall take appropriate precautions to ensure that Confidential Information is protected against unauthorised access by third parties. Should the

Contractor become aware that unauthorised third parties have gained access to Confidential Information he shall immediately notify DEA thereof.

21.2 The Contractor shall comply with all applicable data protection regulations including the General Data Protection Regulation and the Federal Data Protection Act. The Contractor shall ensure that DEA and its affiliates are entitled to process and use for the performance of the contract and any other agreed purpose all personal data the Contractor and its representatives make available. In order to ensure the operational processes and security requirements of DEA, personal data may be collected, processed and used in accordance with the relevant data protection provisions, including the provisions of the General Data Protection Regulation and the Federal Data Protection Act. This applies in particular to data and images of the security components, the IT and TC components as well as to the infrastructures to which these are connected. The Contractor shall ensure that any ID cards it receives are not improperly used nor made available to third parties. ID cards shall, where appropriate, be worn visibly on DEA premises; any loss of ID cards shall be reported to DEA immediately. Any information processing and/or telecommunications equipment supplied by DEA may only be used during the course of executing the contract. The Contractor shall ensure that all of its vicarious agents and subcontractors that are involved in executing the contract are instructed in the aforementioned points before commencing with performance of the works and that they are placed under written obligation to adhere to this. The Contractor shall demonstrate to DEA, upon request, that he has met this requirement. The Contractor may process and use the personal data provided by DEA or its vicarious agents only for contractually agreed purposes and

only within the framework of applicable data protection provisions

21.3 The business relation between DEA and the Contractor, and enquiries and orders, shall not be used for advertising purposes.

22. Compliance

22.1 DEA explicitly refers to the "DEA Code of Conduct" that can be read in English, German, and Arabic language on DEA's internet site at <http://www.dea-group.com/en/about-dea/compliance>. DEA also refers to the principles on human rights, labour relations, the environment and anti-corruption laid down under the Global Compact Initiative of the United Nations that can be read in English, German, and Arabic language on the internet site of the Global Compact at www.unglobalcompact.org. DEA expects the Contractor to support compliance with the regulations and principles expressed in the DEA Code of Conduct and with the principles of the Global Compact.

22.2 The Contractor represents and warrants that he and any person acting for the Contractor or on his behalf, in all actions and matters related to the performance of the obligations according to this agreement, have complied and do comply with all applicable laws, in particular all applicable anti-corruption laws and regulations (including, but not limited to, the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act). The Contractor also represents and warrants that he promptly reports to DEA's Chief Compliance Officer any promise or offer of, and any request or demand for any financial or other advantage for or from the Contractor in connection with the performance of this agreement, if the promise or offer, request or demand, or the giving or receiving of the advantage would violate any anti-corruption laws or regulations.

22.3 A breach of this clause 22 entitles DEA to withdraw from the contract with immediate effect and to claim damages resulting from the breach. In addition, the Contractor shall

indemnify, defend and hold DEA, its employees, directors and officers harmless from any and all liabilities, costs, and damages resulting from a breach of this clause 22.

23. Choice of law and place of jurisdiction

23.1 These General Terms and Conditions for Construction and Installation Work and all legal relations between DEA and the Contractor shall be subject solely to the laws of the Federal Republic of Germany – under exclusion of international uniform law – in particular the Uniform Sales Law pursuant to the UN Convention on Contracts for the International Sale of Goods (UN Sales Convention – CISG).

23.2 Unless otherwise stipulated by mandatory law, the exclusive place of jurisdiction for all disputes arising from this contractual relationship shall be Hamburg.

24. Final provisions

Should any individual provisions agreed upon separately be or become wholly or partly invalid, this shall not affect the validity of the remaining provisions. The Contractor and DEA shall replace such invalid provision with a valid provision that most closely reflects the commercial purpose intended by them. The same shall apply in the case of any omissions in the contract.