



Hanseatic Energy Hub GmbH (“HEH”) is developing an LNG import terminal in Stade, Germany (hereinafter referred to as the “**Project**”). The **Contractor** shall provide **HEH** with services (hereinafter referred to as “**services**”) or supply goods to **HEH** (hereinafter referred to as “**deliveries**”) which are necessary for the development of the Project.

These General Terms and Conditions of Purchase (“**GTC-P**”) shall apply exclusively to the business relationship between **HEH** and the **Contractor**. However, they shall only apply if the **Contractor** is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law. They shall also apply to all future business relationships with the **Contractor** without **HEH** having to refer to them again. Deviating, supplementary or conflicting terms and conditions of business of the **Contractor** shall only apply if and insofar as **HEH** expressly recognises them in writing. In particular, they shall not apply even if **HEH** accepts deliveries or services, makes payments or refers to the **Contractor’s** documents without reservation in the knowledge of such terms and conditions.

The written Contract (including this GTC-P) fully reflects all agreements made with the **Contractor** regarding the subject matter of the Contract. Previous verbal agreements are non-binding and are superseded in their entirety by the written Contract, unless it is expressly stated in each case that they shall continue to be binding.

1. Quotations; orders

Quotations from the **Contractor** shall be free of charge, even if they are prepared at the request of **HEH**. Only a written order or an order confirmed in writing by **HEH** shall be binding (an email is also sufficient to fulfil the written form requirement for the purposes of this GTC-P, unless otherwise stated). Obvious errors (e.g. typing or calculation errors) and incompleteness of the order, including all associated documents, must be pointed out by the **Contractor** for correction or completion prior to acceptance; otherwise the Contract shall not be concluded. Order confirmations from the **Contractor** must be received by **HEH** in writing within five (5) working days after the order has been received by the **Contractor**.

2. Delivery and performance period; subcontractors

(1) The delivery or performance period specified in **HEH’s** order or otherwise contractually agreed is binding. The **Contractor** shall inform **HEH** immediately in writing if and for what reason it is likely to be unable to meet a delivery or performance deadline and how long the delay is likely to last. If the **Contractor** does not provide its delivery or service or does not do so within the agreed delivery or performance period and is therefore in default, **HEH’s** rights – in particular to cancellation and compensation – shall be determined in accordance with the statutory provisions.

- (2) The use of subcontractors is only permitted at the request of the **Contractor** and with the express prior written consent of **HEH**.

3. Term and termination

- (1) If the Contract does not provide for a specific term, either Party shall be entitled to terminate the Contract with four (4) weeks' notice to the end of the month. This right to ordinary termination shall also exist for **HEH** if a specific term is provided for, while the **Contractor's** right to ordinary termination shall be excluded in this case. The **Contractor** shall not be entitled to terminate the Contract at an inopportune time. This applies in particular if the continuation of its activities for an ongoing Project until a later Project status is reached is of particular importance to **HEH** for time and/or technical reasons. **HEH** shall be entitled to release the **Contractor** from further activities in whole or in part after **HEH** or the **Contractor** has given notice of termination.
- (2) The right of both Parties to extraordinary termination without notice for good cause remains unaffected. An important reason for **HEH** exists, in particular, if at any time:
 - a) the **Contractor** commits a material breach of the provisions of the Contract;
 - b) the **Contractor** breaches any of the provisions of the Contract and such breach is not remedied within seven days of written notice of such breach; or
 - c) the **Contractor** becomes insolvent, or an order is made for the administration or liquidation of the **Contractor**, or a receiver is appointed over the assets of the **Contractor**.
- (3) Any termination must be in writing (an email with a scanned PDF attachment is sufficient, but a simple email (text form) is not).
- (4) The provisions of this Clause 3 shall apply only to the extent that the Contract relates to the performance of a service.

4. Contractor's independence; no employment relationship

- (1) The **Contractor** shall act as an independent and freelance service provider. The **Contractor** and the persons engaged by it (whether its own employees or third parties) have not been and are not in any employment, labour or employee-like relationship with **HEH**, and the Contract does not establish any such relationship.
- (2) The **Contractor** shall determine its places of performance, its times of performance and the manner of its performance independently and at its own dutiful discretion. The **Contractor** shall coordinate this with **HEH** in good time. Insofar as the provision of services objectively requires the **Contractor's** presence at a specific location, the **Contractor** shall be obliged to perform the services there.
- (3) The **Contractor** and its employees have no claim against **HEH** for remuneration in the event of illness, nor for holidays or holiday pay. **HEH** shall deduct neither income tax nor social

security contributions from the remuneration. The **Contractor** shall pay taxes and (if applicable) social security contributions independently, autonomously and properly. In addition (if applicable), the **Contractor** shall independently and autonomously provide for social security, in particular for health insurance, retirement benefits and occupational accident insurance.

- (4) The provisions of this Clause 4 shall apply only to the extent that the Contract relates to the performance of a service.

5. Dispatch; transfer of risk; notification of defects

- (1) If and insofar as not otherwise specified in **HEH's** order, "DDP (delivery address specified in the order) Incoterms (2020)" shall apply to the dispatch of goods to **HEH**.
- (2) The risk shall only pass to **HEH** upon handover of the delivery to the delivery address specified in the order or, if acceptance (within the meaning of Section 640 of the German Civil Code (BGB)) has been agreed, upon acceptance.
- (3) The statutory provisions (Sections 377, 381 of the German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects with the following provisos. **HEH's** obligation to inspect the goods is limited to defects that become apparent upon visually checking the goods during the incoming goods inspection, including the delivery documents (e.g. transport damage, incorrect and short deliveries). Insofar as acceptance (within the meaning of Section 640 BGB) has been agreed, there is no obligation to inspect. The obligation to give notice of defects discovered later remains unaffected. In the event of obvious defects, **HEH's** complaint (notice of defects) shall be deemed to have been made without delay if it is sent within eight (8) working days after receipt of the goods; in the event of later discovery, this period shall be three (3) working days after discovery.

6. Prices and reimbursement of expenses

- (1) The price stated in **HEH's** order is fixed and binding. It includes statutory VAT unless this is not shown separately. The price also includes all shipping and transport services, all other performances and ancillary services (e.g. assembly, erection, mounting, installation, commissioning, set-up, adjustment, test run, instruction in use and/or insurance), as well as customs duties and other charges.
- (2) When providing services, all other tasks associated with the commissioned services that arise within the agreed period and are necessary to achieve the overall objective of the order are also covered by the price. In addition, the Parties agree that the necessary expenses for the services provided by the **Contractor** shall also be covered by the payment of the price, unless otherwise contractually agreed. In particular, the costs for reproducing reports, technical drawings and illustrations (at least one (or more if required by the authorities), copiable copies in paper form as well as a data carrier) and all other material costs are included in the price. Reasonable travel expenses shall be paid separately. Unless otherwise agreed with **HEH**, the

journey shall be made in economy class and by public transport. No single expense exceeding EUR 200.00 may be incurred without the consent of **HEH**. Irrespective of the duration of the journey, the **Contractor** shall not be entitled to any allowances, meal costs, per diems or other travel-related expenses.

7. Payment arrangements

In the case of one-off projects and with deliveries, the **Contractor** shall issue the invoice for the service or delivery as soon as it has been provided. In the case of recurring services, the **Contractor** shall issue the invoice for services provided no later than the eighth calendar day of the following month. Payments by **HEH** shall be made within 45 calendar days after delivery or provision of the service and receipt of the invoice.

8. Contractor's Service Deliverables

- (1) **HEH** shall be entitled to all tangible deliverables (such as items created by the **Contractor**, e.g. materials, samples, models, prototypes, drawings, documents) and all intangible deliverables (including in particular inventions, trademarks, designs, software in object and source code, know-how, trade secrets, data and databases) resulting from the **Contractor's** services rendered in performance of its contractual obligations as well as all rights associated with these service deliverables (collectively "**Service Deliverables**"). The **Contractor** shall therefore transfer – insofar as tangible Service Deliverables are concerned – and assign – insofar as intangible Service Deliverables are concerned – all Service Deliverables in advance to **HEH**, which shall accept this transfer or assignment. If and to the extent that an assignment of intangible Service Deliverables is not possible (for example, in the case of Service Deliverables protected by copyright or related rights), the **Contractor** hereby irrevocably grants **HEH** in advance an exclusive, transferable, sub-licensable right of use, which is fully compensated by the remuneration paid by **HEH** to the **Contractor** and is unlimited in terms of subject matter, territory and time. The right of use extends to all known and unknown types of use. In particular, it includes the right to redesign or edit or otherwise modify the Service Deliverables and to use them in the original or in redesigned, edited or modified form, in particular to reproduce, publish, make available to the public, distribute, perform, transmit and use them for operation on or with data processing systems and data processing devices. The transfer of the Service Deliverables and the granting of exclusive rights of use thereto shall also take place if **HEH** withholds part of the remuneration due to defects in the Service Deliverables which it considers to exist. **HEH** is not obliged to exercise the right of use.
- (2) The **Contractor** agrees that **HEH** may refrain from naming the **Contractor** as the author of the Service Deliverables if this is customary in the industry or if this is appropriate after weighing the **Contractor's** interests in recognising its authorship against **HEH's** interests in the undisturbed exploitation of the Service Deliverables. **HEH** shall have the right to change the title of the Service Deliverables or the copyright designation, taking into account the legitimate interests of the **Contractor**. The **Contractor** waives any right of access to workpieces created by it to the corresponding extent in accordance with sentence 1.

- (3) Mandatory statutory regulations that cannot be deviated from in advance by agreement remain unaffected.

9. Rights in the event of material defects and defects of title

- (1) **HEH's** rights in the event of material defects and defects of title and other breaches of duty by the **Contractor** shall be governed without restriction by the statutory provisions and, in addition, by the following provisions of this GTC-P.
- (2) In the event that the delivery or service is defective, **HEH** may, at its discretion, demand subsequent performance in the form of remedying the defect (rectification) or supplying a defect-free item (replacement delivery). If the **Contractor** fails to fulfil this obligation for subsequent performance within a reasonable period set by **HEH**, **HEH** may remedy the defect itself (self-remedy) and demand reimbursement of the necessary expenses and a corresponding advance payment from the **Contractor**. If the subsequent performance by the **Contractor** has failed or is unreasonable for **HEH** due to special circumstances (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damages), no – possibly new – deadline needs to be set; **HEH** shall inform the **Contractor** of such circumstances without delay, if possible before self-remedy.
- (3) The **Contractor** shall bear the procurement risk for its deliveries and services, unless expressly agreed otherwise. **HEH** does not recognise any liability-limiting clauses of the **Contractor**.

10. Liability; insurance cover

- (1) Deliveries and services shall be provided with the utmost care, diligence and in accordance with the state of the art (or in accordance with the state of the art of the relevant service discipline/profession). The **Contractor** shall be liable for the accuracy of all information provided to **HEH**.
- (2) The **Contractor** warrants that – if services are rendered – it has all the skills required to fulfil the agreed scope of performance and that its personnel also have appropriate academic training and/or several years of experience in the area of services they provide.
- (3) In all other respects, the **Contractor's** liability shall be governed by the statutory provisions.
- (4) The **Contractor** shall have adequate insurance cover to cover any claims arising from the Contract in the amount of at least EUR 5,000,000.00 per claim. At **HEH's** request, the **Contractor** is prepared to provide **HEH** with proof of insurance.

11. Conflict of interests

The **Contractor** assures **HEH** that there is no conflict of interest in the provision of services that could result in disadvantages for **HEH**, cause damage or have a negative impact on the Project. The **Contractor** is authorised to act as a service provider for other clients in addition to **HEH**. However, it undertakes not to work for a company that is in competition with **HEH** during the term

of this Contract without the prior written consent of **HEH**. In particular, the **Contractor** undertakes not to enter into a direct or indirect service, agency, employment or consultancy relationship with any such company, to acquire it or to participate directly or indirectly in it, or to establish such a company. **HEH** will only refuse consent if **HEH's** legitimate interests are jeopardised.

12. **Anti-corruption**

The Parties must comply with all applicable laws and regulations – in particular those of Germany, the United Kingdom, the EU and the country in which the **Contractor** has its registered office – with regard to anti-corruption, labour rights and environmental laws. The **Contractor** undertakes vis-à-vis **HEH** that:

- a) all anti-terrorism, anti-corruption, labour rights and environmental laws, policies or regulations are complied with;
- b) **HEH** will be notified as soon as possible after the **Contractor** becomes aware of any activity, practice or conduct engaged in by its employees and agents that would constitute a criminal offence under anti-terrorism, anti-corruption and employee regulations.

13. **Minimum Wage Act / Posted Workers Act**

- (1) The **Contractor** warrants that it will comply with the provisions of the German Minimum Wage Act (MiLoG) and the regulations of the German Posted Workers Act (AEntG). The **Contractor** shall also assume a corresponding warranty for any subcontractors it may employ in individual cases.
- (2) The **Contractor** shall indemnify **HEH** against all claims asserted against **HEH** by employees of the **Contractor** or by employees of any subcontractors used in individual cases on the basis of the MiLoG or the AEntG, and shall pay for the damages and costs – including the necessary legal defence – resulting from such disputes. The claims according to the preceding sentence do not exist if the **Contractor** proves that it is not responsible for the infringement.

14. **Reservation of rights; confidentiality**

- (1) **HEH** reserves all property rights, copyrights and industrial property rights to all documents, materials and other objects (essentially order documents, plans, drawings, illustrations, calculations, product descriptions/specifications, manuals, samples, models and other physical and/or electronic items, documents, information and objects) provided by **HEH** to the **Contractor**.
- (2) The **Contractor** undertakes to treat as confidential all technical, commercial, operational and other information and know-how, in particular all information, whether tangible or intangible, electronic or in any other form, including the items mentioned in paragraph (1), the confidential nature of which is recognisable to an objective third party ("**Confidential Information**") and not to make it accessible to third parties, unless **HEH** has given its prior written consent.

Information of this kind shall be deemed confidential even if it is not expressly marked as confidential.

- (3) The obligation of confidentiality shall not apply to such information in respect of which the **Contractor** can prove that
- the information was already publicly known, without the **Contractor** having breached the confidentiality obligation, at the time it was communicated to or became known to the **Contractor**,
 - the **Contractor** received the information from a third party who was not subject to a confidentiality obligation, or
 - the **Contractor** has developed the information independently without using Confidential Information.
- (4) The **Contractor** undertakes to grant access to the Confidential Information only to those of its employees and associates who need to know the Confidential Information in order to perform the Contract and to impose on such employees and associates a confidentiality obligation corresponding to this clause.
- (5) The **Contractor** is not authorised to use the Confidential Information for purposes other than those specified in the Contract or to disclose the Confidential Information to third parties without the prior written consent of **HEH**. Any disclosure of Confidential Information authorised by **HEH** shall be subject to the condition that the **Contractor** shall oblige the recipient of the Confidential Information to maintain confidentiality.
- (6) At the request of **HEH**, the **Contractor** is obliged to immediately return all documents and other data carriers containing information or, at the discretion of **HEH**, to destroy them in a non-recoverable manner and to confirm the destruction. This also applies to all copies of the information. Routine backup copies of electronic data traffic are excluded from this obligation.
- (7) The confidentiality obligations in this Clause 14 shall remain unaffected by the termination of the Contract and shall continue to apply until one of the exceptions specified in paragraph (3) has occurred.
- (8) Insofar as the Parties have concluded a separate confidentiality agreement, this shall take precedence over the provisions on confidentiality in this Clause 14.

15. Behaviour on the company premises

The **Contractor** shall ensure that the persons deployed by it on **HEH's** premises comply with **HEH's** company regulations and the existing regulations for entering, behaviour and leaving. **HEH** shall provide it with these respective regulations in good time. **HEH** accepts no liability for accidents suffered by these persons due to non-compliance with the regulations.

16. Contact with the media

All media and general public relations activities in connection with the Project, **HEH**, or other parties involved in the Project require the prior consent of **HEH**. Without the written consent of **HEH**, the **Contractor** and its employees shall not publicly disclose that it is in any way commercially associated with **HEH**, the Project or other parties involved in the Project. This applies both during the provision of services and/or deliveries stipulated in the Contract and after termination of the business relationship.

17. Property rights of third parties; indemnification obligation

- (1) In accordance with the following paragraph, the **Contractor** warrants that the deliveries and/or services provided by it, including their use, do not infringe any third-party property rights in countries of the European Union (EU) and the European Economic Area (EEA), Switzerland, the USA, Canada, China, South Korea, Japan, Taiwan or other countries in which it manufactures the goods or has them manufactured. **HEH's** claims for defects of title shall otherwise remain unaffected.
- (2) The **Contractor** is obliged to indemnify **HEH** against all claims made by third parties against **HEH** due to the infringement of property rights mentioned in paragraph (1) and to reimburse **HEH** for all necessary expenses in connection with this claim. The obligation to indemnify shall apply to it at our first request. The claims pursuant to sentence 1 shall not exist if the **Contractor** proves that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery or performance if it had exercised due commercial care.
- (3) The obligation to indemnify shall not apply if the **Contractor** has produced its deliveries and services in accordance with **HEH's** written specifications and the infringement of property rights is based exclusively on these specifications. If the **Contractor** fears an infringement of property rights, it shall inform **HEH** of this immediately upon receipt of the corresponding specifications.

18. Applicable law; place of jurisdiction; miscellaneous

- (1) The place of performance for all deliveries and services is the delivery address specified in **HEH's** order.
- (2) The exclusive – also international – place of jurisdiction for all disputes arising from the business relationship between **HEH** and the **Contractor** is Hamburg, Federal Republic of Germany.
- (3) The business relationship between **HEH** and the **Contractor** shall be governed exclusively by the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

- (4) Should provisions of these GTC-P be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions have not become part of the Contract or are invalid, the content of the Contract shall be governed by the statutory provisions (Section 306 (2) BGB). Only in other respects and insofar as no supplementary interpretation of the Contract takes precedence or is possible shall the Parties replace the void or ineffective provision with an effective provision that comes as close as possible to it in economic terms.
- (5) In performing the Contract, the **Contractor** undertakes to comply with **HEH's** Whistleblower Policy, Environmental Policy, Human Rights Policy and (Supplier) Code of Conduct – each available at [<https://www.hanseatic-energy.hub.de/esg/>].