

General Terms and Conditions of Purchase for purchase contracts, contracts for work and services, contracts for other services, fulfilment of orders and performance of work (hereinafter AEB, from the German "Allgemeine Einkaufsbedingungen")

Chapter I: General section

1. Scope

- 1.1 In the event of a conflict between the original version and a foreign language translation, the German version shall be binding.
- 1.2 General Terms and Conditions of the Contractor shall be explicitly excluded regardless of their specific designation. They shall only apply in full or in part if the Customer expressly agrees to such in writing. This requirement of agreement shall apply in each case, in particular if the Customer accepts the service of the Contractor without reservation in cognisance of the General Terms and Conditions of the Contractor.

2. Order of precedence

The contract documents listed below shall apply in the following descending order of precedence, to the extent they have been concluded in the specific case:

- purchase and delivery contracts concluded between the Customer and Contractor, including but not limited to framework agreements or work contracts concerning the rendering of building services or similar services in particular, or service contracts, and other contracts to fulfil orders and performance of work;
- Construction Contract Procedures Part B (VOB/B), to the extent that the applicability is agreed between Customer and Contractor;
- provisions of the tender, order, description of performance, specifications, or execution;
- other contractual terms and conditions listed in the tender, order, description of performance, specifications, or execution;
- Occupational Health and Safety Requirements for External Contractors (hereinafter AGF, from the German "Arbeitssicherheits- und Gesundheitsschutzanforderungen für Fremdfirmen") as amended;
- these AEB for purchase contracts, contracts for work and services, contracts for other services, fulfilment of orders and performance of work.

3. Bids, adjustments and contacts

- 3.1 The Contractor shall follow the specifications and wording of the request in the bid. The Contractor shall expressly inform the Customer of any deviations from this. If the Contractor omits to provide such information, the specifications and wording of the request shall be deemed agreed to this extent.
- 3.2 The bid shall be prepared and submitted free of charge.
- 3.3 Unless the bidder files written objections before the awarding of the contract, it shall accept the completeness and accuracy of the tender documents. Additional costs that arise due to unfamiliarity with local conditions shall not be reimbursed.

- 3.4 Subject to the terms of Section 48 of the German Income Tax Act (Einkommensteuergesetz, "EStG"), the Contractor shall present a valid certificate of exemption pursuant to Section 48b EStG as a legible copy or an original copy of the order-related certificate. If this does not happen, the bid cannot be considered in the remainder of the tender process. The Contractor shall inform the Customer without undue delay with regard to any revocation of a valid certificate of exemption.
- 3.5 The bids shall be valid for 30 days, unless otherwise agreed in writing.

4. Orders

- 4.1 Tenders and orders require written form. This requirement shall also be met by communication via electronic data transfer. Oral agreements regarding the order shall only be binding if the Customer confirms them in writing. This shall also apply to subsequent changes and amendments.
- 4.2 Verbal orders may only be executed following written confirmation by the Customer.
- 4.3 The order must be confirmed by the Contractor within 10 working days, with a valid signature on the order. Orders which the Customer has sent via electronic data transfer can be confirmed by the Contractor by the same method.
- 4.4 For the fulfilment of purchase agreements, the provision of services and deliverables, execution of orders, and performance of work, each party may demand of the other party that, prior to commencement of the contract performance, they communicate the name of persons used as contacts for contract performance.

5. Prices, invoicing, and payment

- 5.1 Unless otherwise agreed, all stated prices shall be fixed prices, in euros excluding VAT. All invoices must be issued in duplicate following completion of delivery/performance – separated according to order – to the invoice address given in the order or to the Customer's administration office. Order numbers must be specified, and all billing documents (bill of materials, employment certificates, bill of quantities, etc.) enclosed. Invoices for partial performance/deliveries shall be marked "Invoice for partial delivery" or "Invoice for partial performance", and final invoices marked "Invoice for delivery of remainder of goods" or "Invoice for delivery of remainder of performance". All invoices must be issued exclusive of the statutory VAT owed. Original invoices may not be enclosed with the goods delivery.
- 5.2 Unless otherwise agreed in writing, prices include all costs of transport, customs clearance, insurance and packing.
- 5.3 Payments must be made after contractual performance is rendered, and within 14 days following receipt of invoice for a

3% discount or within 30 days following receipt of invoice after deductions. Payment made by the Customer shall not be deemed acceptance of performance.

- 5.4 The Contractor only has the right to offsetting or retention in the case of a legally binding counterclaim, counterclaim pending decision or an undisputed counterclaim.

6. Assignment

- 6.1 Assignment and other transfer of the rights and obligations of the Contractor outside the scope of Section 354a German Commercial Code (Handelsgesetzbuch, "HGB") are excluded; exceptions require the advance written consent of the Customer to be valid.
- 6.2 This shall also apply to activities for which the Contractor's operation is not equipped.
- 6.3 The Customer shall be entitled to transfer the Contract to third parties. The Contractor hereby consents to such transfer.

7. Implementation, environmental protection, safety, health and safety, and quality

- 7.1 The Contractor shall take into due consideration generally accepted good engineering practices, valid statutory and official provisions, and the operating rules and regulations of the Customer.
- 7.2 The Contractor shall assume sole responsibility for public safety within the scope of its contractual activity for the Customer.
- 7.3 Machines and technical equipment must be supplied, in accordance with the Product Safety Act (Produktsicherheitsgesetz, "ProdSG") and the Machine Ordinance, with installation and operating instructions, an EC Declaration of Conformity, a CE marking, and type approval as required. Equipment should preferably be delivered with a GS certification mark. If an approval mark is not granted, proof of compliance with the aforementioned requirements must be verified by the supplier. On request, the Contractor shall provide the Customer with the results of a risk assessment in compliance with Annex I of Directive 2006/42/EC on machinery.
- 7.4 The Contractor shall be obliged to test products in accordance with German industrial standards, and to provide the Customer with the test results on request and free of charge. The Customer shall also be entitled to test the products. Such tests shall not be deemed acceptance tests. The Contractor is responsible for inspecting work in process and finished goods during and after the manufacturing process, to the extent that it is responsible for the production process. The Customer shall be entitled on application to observe the production phase of the manufacturing process on the Contractor's premises (in-shop inspection).
- 7.5 If hazardous goods are delivered pursuant to the Hazardous Goods Ordinance, product information, in particular EC safety data sheets in German, shall be sent to the Customer in advance of delivery to the receiving point. This shall also apply to information regarding statutory marketing or usage restrictions. The provisions of the Act concerning the Transport of Dangerous Goods must be met.

- 7.6 If chemicals are delivered as raw materials, the Contractor shall comply with EU Regulation No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") as amended to the required extent, including amendments arising from supplementary regulations. The Contractor shall also provide all information which may be
- ONYX Power – General Terms and Conditions of Purchase –

reasonably necessary for correct and safe use/operation of the goods.

- 7.7 If the Contractor maintains a management system (occupational health and safety, environmental protection or quality management) and the contractually agreed performance incorporates the maintenance thereof, the Customer or a third party engaged by it shall be entitled to review the system following consultation with the Contractor.
- 7.8 All clearly identifiable characteristics for spare parts and replacement parts must be specified by the Contractor, including: Manufacturer, type, order/part/identification number, dimensions, material, standards designations such as DIN, IEC, ISO, etc. Any substances and operating materials for the parts/devices to be delivered that are subject to the Hazardous Goods Ordinance must be declared accordingly.
- 7.9 The Contractor must notify the Customer of any concerns regarding the planned method of implementation or the performance of other contractors without undue delay, insofar as this relates to the Contractor's order scope.
- 7.10 The Contractor shall be obliged to exempt the Customer from all damages and costs (including reasonable legal defence costs) that arise from a culpable breach of statutory provisions by the Contractor or one of its employees.

8. Retention and issuing of documents

The Contractor shall retain all documents regarding contract performance for the statutory periods in order that the expenses and liabilities arising can be verified at any time. Where a legitimate interest exists, the Contractor shall issue copies of all documents relating to the Contract insofar as they are not intended for disclosure to the Customer based on internal company rules.

9. Performance changes

- 9.1 The Contractor shall notify the Customer without undue delay of any changes/additions to the delivery/performance scope which have proven necessary for Contract performance. Their implementation requires the prior written consent of the Customer.
- 9.2 Changes requested by the Customer shall be reviewed by the Contractor with regard to their potential consequences within ten calendar days from receipt by the Contractor, and the Customer shall be notified of the results in writing. This shall include but not be limited to technical implementation, costs, and schedule. If the Customer decides to implement the changes, the parties to the Contract shall amend the Contract accordingly.

10. Waste disposal

To the extent that waste is accrued due to the Contractor's deliveries, the Contractor shall recycle or dispose of the waste at its own expense unless otherwise agreed.

11. Transfer of risk

Transfer of risk and ownership shall pass to the Customer after the deliveries/performance are handed over to the Customer at the place of performance or are accepted by the Customer. Acceptance is always a formal process and shall be recorded in writing.

12. Warranties and guarantees

- 12.1 The Contractor shall warrant that the performance which is the subject matter of the Contract complies with all statutory provisions, including but not limited to environmental regulations and occupational health and safety provisions.
- 12.2 Statutory warranty provisions shall also apply. The Client may, at its discretion, demand remedy of defects or delivery of defect-free items or the production of a new piece as replacement performance.
- 13. Data protection and security**
- 13.1 The Contractor shall comply with all data protection provisions as amended.
- 13.2 The Customer and contracted service providers shall be authorised to process any contract and contact details accrued in relation to the Contract pursuant to the current data protection laws.
- 13.3 Insofar as this is required for performance of the Contract, the Contractor shall provide the Customer with the personal data of its employees who perform work for the Customer. The Customer may collect, process, and use personal data to ensure performance of workflows and to meet security requirements, including but not limited to access to IT systems, and access to the Customer's premises, buildings or facilities, with due consideration of the applicable data protection law.
- 14. Maintenance**
- 14.1 Insofar as the performance which is the subject matter of the Contract requires maintenance, the Contractor shall warrant that it is willing and able to repair and maintain the delivered technical equipment at least for the statutory depreciation period in accordance with the AfA tables.
- 15. Liability and contract penalty**
- 15.1 The Contractor shall be liable for any losses and expenses incurred by the Customer as a result of or in relation to contract performance, or which are asserted by third parties against the Customer, insofar as this is due to the Contractor's conduct and for which it is at fault at least through negligence. The Contractor shall also be liable for all staff, vicarious agents or subcontractors engaged for Contract performance.
- 15.2 The Contractor shall hold the Customer harmless from all third-party claims for compensation pursuant to Section 16.1 of these AEB and shall pay compensation.
- 15.3 Claims for compensation and reimbursement of expenses against the Customer (hereinafter: "Claims for Compensation"), regardless of the legal grounds, in particular due to a breach of obligations arising from the Contract and from tort, shall be excluded. This shall not apply to the extent that mandatory liability exists, e.g. pursuant to the Product Liability Act, in the case of wilful intent, gross negligence, due to injury to life, limb or health, due to breach of material contract obligations. Any Claim for Compensation due to material contract obligations shall be limited however to foreseeable contract damages, insofar as liability is not due to wilful intent or gross negligence or due to injury to life, limb or health. A change in the burden of proof to the detriment of the Contractor shall not be linked to the aforementioned provisions.
- 15.4 To the extent that the Contractor is entitled to Claims for Compensation in accordance with Section 16, these shall expire in two years insofar as the limitation period is not otherwise prescribed by law. The limitation period shall begin with the end of the calendar year in which the event that triggers the Claim for Compensation falls, insofar as this does not infringe mandatory law. Claims made by the Contractor against the Customer or rights of the Contractor other than or in addition to the claims explicitly mentioned in these AEB shall be excluded regardless of the legal grounds.
- 15.5 The Contractor shall adequately insure its liability described in the preceding clauses insofar as the order amount exceeds €500,000.
- 15.6 If the Contractor culpably fails to perform the Contract because it cannot deliver the work on the set date or cannot deliver goods to the agreed location, the Contractor shall pay to the Customer, on request and without undue delay, a contract penalty of 0.3%, but no more than 5% of the net amount excluding VAT of the relevant work or goods, for each working day of this culpable non-performance of the Contractor. Further claims by the Customer for compensation of the damage beyond the contract penalty shall remain unaffected. The contract penalty shall however be offset against such claims. The Customer shall be entitled to bill any contract penalties incurred with the next due instalment.
- 16. Insurance**
- 16.1 The Contractor must maintain liability insurance cover in accordance with Section 15.5 of these AEB at standard industry terms (minimum sum insured €1 million per loss event) for the duration of the Contract, including any warranty periods and limitation periods for defect claims, and shall furnish proof of this at the request of the Customer.
- Conclusion of an insurance policy by the Contractor shall neither limit its liability nor justify the joint and several liability of the Customer.
- 17. Termination of the Contract**
- 17.1 The Customer shall be entitled to terminate the Contract at any time pursuant to Section 649 paragraph 1 German Civil Code (Bürgerliches Gesetzbuch, "BGB"). Such termination must be in writing and shall state the material grounds for termination.
- If one of the parties to the Contract terminates the Contract, the Contractor shall vacate and hand over the building site to the Customer without undue delay, and shall release all documents required for continuation of performance. If, in such a case, the Contractor is entitled to disputed claims to remuneration for work not yet performed and as such has asserted a claim for a right of retention close to the termination date, the Customer may ward off an existing right of retention by lodging a security at its discretion, the amount of which may be specified pursuant to Section 315 BGB.
- 17.2 The following shall apply in derogation of the statutory consequences of termination:
- If the Contract is terminated on grounds for which the Contractor is at fault, the Customer shall remunerate the Contractor for any contractual performance rendered by the date of the rescission that can be utilised by the Customer, based on the agreed prices relating to partial performance. Claims to compensation by the Customer shall remain unaffected.
- 17.3 If the Customer terminates the Contract on grounds for which

the Contractor is not at fault, the Contractor shall be entitled to demand the agreed remuneration; however, the Contractor cannot charge for any expenses that it saves as a result of the rescission of the Contract, or that it acquires or maliciously fails to acquire through alternative utilisation of its workforce.

- 17.4 In particular, the Customer can terminate contracts regarding the rendering of construction services if the Contractor suspends payments to its creditors or if insolvency or equivalent statutory proceedings are validly petitioned, or such proceedings are initiated or rejected for lack of assets. The Customer shall remunerate the Contractor on a pro rata basis for the executed performance. The Customer shall be entitled to demand compensation from the Contractor for non-rendering of the remainder of the performance. The aforementioned right of termination shall only apply to contracts for the provision of construction services and not to other types of contracts covered by these AEB.

18. Ethics and sustainable development

The Contractor shall be obliged to meet obligations regarding sustainable development and social responsibility.

- The Contractor shall oblige its suppliers and subcontractors in particular and without restriction to meet the following requirements:
- No use of work performed by children, slaves, or prisoners or any other type of forced labour;
- No formation of employment relationships through malpractice or corruption;
- Avoidance of any form of discrimination in the company or in relation to subcontractors.

The party to the Contract shall also be obliged to commit its suppliers and subcontractors to the sparing use of environmental resources in product design, during production, and in the use and disposal or reuse of goods.

- At the request of the Customer, the Contractor shall submit a self-assessment regarding compliance with these obligations in its organisation, free of charge and without undue delay, and shall otherwise deliver all (additional) information demanded in this regard to the Customer. In the case of a Contract with a duration of several years, the Customer may also demand that the Contractor updates this assessment on a regular basis.
- If the obligations listed in Section 18.2 and 18.3 of these AEB are not met, the Customer may request an appropriate and adequate remedy from the Contractor within a reasonable period.

19. Ensuring compliance with the Minimum Wage Act

- 19.1 The Contractor shall ensure that its employees are paid at least the statutory minimum wage.
- 19.2 The Contractor shall provide proof of this to the Customer on commencement of the Contract, and thereafter once a year without it being requested.

- 19.3 To the extent that the Contractor engages its own subcontractors, it shall ensure that they also meet the requirements of the Minimum Wage Act, and shall indemnify the Customer against liability for any infringements thereof.

Any other requirements regarding the engaging of subcontractors shall remain unaffected.

Insofar as the Contractor or one of its subcontractors infringes the requirements of the Minimum Wage Act, the Customer shall be entitled to extraordinary termination of the Contract without prior notice.

20. Publication and advertising

Appraisal or disclosure of the existing business relationships with the Customer in publications or for advertising purposes shall be permitted with the express prior consent of the Customer.

21. Moving objects abroad

- 21.1 The Contractor is aware that movement of documents and objects of any kind requires a permit in many cases, for example pursuant to the Foreign Trade Act. The Contractor shall be responsible for checking the approvability of the movement and – if necessary – obtaining the necessary permits in advance, and for compliance with all relevant legal provisions, in cases where it moves its own documents or objects, or the Customer's documents or objects abroad.
- 21.2 In the event of these provisions being infringed, the Customer shall reserve the right to assert claims for compensation for damage arising.

22. Travel costs

Travel and accommodation costs and travel time shall only be reimbursed by the Customer if agreed in writing in advance.

23. Miscellaneous provisions

- 23.1 Contract language shall be German. German law shall apply.
- 23.2 If the Contractor has its registered office abroad, German law shall apply to the exclusion of conflict of laws and of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980.
- 23.3 To the extent that the Contractor is a merchant as defined in the German Commercial Code, a legal entity or special fund under public law, the registered office of the Customer shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the Contract. The Customer shall be further entitled to bring an action to the court that is the competent court for the registered office of the Contractor.
- #### **24. Provision of Technical Documentation guideline**
- The "Provision of Technical Documentation" guideline shall apply as amended; it can be viewed on the Customer's website at any time by the Contractor.

Chapter II: Delivery of goods

25. Scope

The provisions of Chapter II together with the provisions of Chapter I of these AEB shall apply to all orders and tenders of the Customer in which the Customer acts as a tenderer or purchaser, and which relate to the delivery of goods.

26. Delivery and performance period

- 26.1 The "Incoterms" published by the International Chamber of Commerce as amended shall apply to deliveries.
- 26.2 The goods shall be delivered duty paid (DDP, Delivered Duty Paid) and punctually to the delivery point at the agreed time or within the agreed delivery period. The Contractor shall take into account local public holidays observed by the Customer when delivering goods.
- 26.3 The delivery or performance deadlines specified in the order shall be binding. The Contractor shall be obliged to notify the Customer in writing and without undue delay of any non-compliance with contractual obligations, giving reasons for this non-compliance, as soon as it is foreseeably unable to meet its contractual obligations or foreseeably unlikely to complete performance within the original performance period. The Contractor shall submit proposals to the Customer with regard to how the delay can be avoided or kept to a minimum. The event of default remains unaffected.
- 26.4 In urgent cases and if the Contractor declares that it is not able to render performance in accordance with the Contract following consultation, the Customer may engage a third party at the expense of the Contractor, in order to avoid or minimise a delay. The Contractor shall not be released from its contract obligations as a result of this.
- 26.5 The Contractor may only plead the absence of the necessary documents to be delivered by the Customer if it has not received these documents by a reasonable deadline despite a prior request in writing.
- 26.6 If the Customer is prevented from accepting the offered performance because of any operational circumstances, it may request that the Contractor postpones the delivery date. In this case, the Contractor shall keep the goods in a safe place; they shall be properly packed and clearly marked as a delivery to the Customer. Ownership shall transfer to the Customer on handover of these clearly marked goods for storage. All goods shall be insured and all reasonable steps taken to prevent deterioration. The Contractor may demand a fee, the amount of which shall be agreed in writing, in order to cover all costs that are demonstrated to have been incurred in this regard. The Customer shall not be in default in this case.
- 26.7 The Contractor shall interrupt and temporarily or permanently suspend all work at the request of the Customer, for example on operational grounds. In this case, the parties shall meet and discuss the financial and other consequences of doing this. The Contractor's statutory rights that arise from default of acceptance shall remain unaffected.
- 26.8 To the extent that goods are delivered with a minimum shelf life according to industry standards, the remaining period from delivery date to expiry of the shelf life must amount to at least 75% of the total shelf life.

27. Packing and shipping

- 27.1 The most cost-effective transport options for the Customer shall be selected insofar as the Customer has not explicitly stipulated specific transport instructions. The deliveries must be packed in such a way that prevents transport damage.
- 27.2 The Contractor must enclose clearly visible packing slips, delivery notes and a copy of the invoice with the goods to be delivered. These must always show the name and address of the supplier, order number, net weight, country of origin, invoice value of the shipment and VAT identification number of the party to the Contract, HS number (harmonised system for free movement of goods), number of packages, mode of transport, and destination. The Contractor shall be obliged to agree an equivalent obligation with its subcontractors.
- 27.3 Costs incurred due to misdirection of deliveries shall be borne by the Contractor, insofar as it takes on responsibility for transport or is at fault for misdirection of the transport.
- 27.4 The Contractor shall be entitled to render partial delivery/performance with the prior written consent of the Customer.
- 27.5 Signature of the delivery note shall not constitute acceptance of the delivered goods as stipulated in the Contract.
- 27.6 The Contractor shall be liable for all damages as a result of or in relation to defective packaging, insofar as and to the extent that the Contractor is at fault.
- 27.7 The Contractor and its vicarious agents shall meet the loading obligations of the Customer arising from Section 412 HGB and ensure safe loading. Loads shall be restrained by the Contractor and its vicarious agents in accordance with the legal provisions, including but not limited to the requirements of Sections 22, 23 Road Traffic Regulations (Straßenverkehrsordnung, "StVO"). The Contractor shall indemnify the Customer against liability to this extent. Equipment required to restrain the load, such as belts, straps, chocks, and other equipment shall be provided by the Contractor. The Customer shall reserve the right to check that loads are properly restrained.

28. Notice of defects

In the case of delivery of goods which must be examined by the Customer pursuant to Section 377 HGB, the period for examination and notifying the Contractor of obvious defects shall be 10 days from delivery of the goods. The notice period for hidden defects shall be two weeks from discovery of the defect.

Chapter III: Rendering of construction services and other services, as well as other work

29. Scope

The provisions of Chapter III of these AEB shall apply together with the provisions of Chapter I of these AEB to all contractual relationships between the Customer and the Contractor that concern the rendering of performance, fulfilment of orders and performance of work by the Contractor.

30. Implementation

- 30.1 The agents and employees of the Contractor shall be obliged to use the time recording and access system of the Customer.
- 30.2 Current qualification and examination certificates shall be presented at the request of the Customer. The Customer shall reserve the right to monitor compliance with occupational health and safety provisions by the Contractor and the subcontractors engaged by the Contractor.
- 30.3 At the request of the Customer, the Contractor shall provide information on service performance progress on a regular basis, and shall attend meetings with the Customer about same at no additional cost.
- 30.4 The Customer shall only remunerate additional work if this has been commissioned at least in text form. Appropriate offers shall be submitted to the Customer well before commencement of the additional work. A complete and comprehensible calculation of material and labour and all other required items shall be enclosed with the bid. If the additional work affects the agreed completion date, this must be highlighted in the bid. The parties shall then, without undue delay, hold meetings to discuss the possibility of postponing the completion date depending on the situation, and the impact of such a postponement on an agreed contract penalty due to late completion and all other effects on the Contract.
- 30.5 The Customer may insist upon an obligation of identification for the employees of the party to the Contract and all its subcontractors.
- 30.6 The Contractor shall warrant that the identity of its employees and subcontractors has been checked pursuant to the statutory provisions, and that all necessary work permits have been issued, professional qualifications checked, and the necessary non-disclosure agreements signed.
- 30.7 The Contractor's employees shall perform all work completely independently and shall decide on the method of Contract performance. All instructions or guidelines that are issued to the Contractor by the Customer in relation to the Contract shall be issued exclusively to improve the effectiveness of Contract performance, and shall not specify the implementation method, which is determined at the discretion of the Contractor.

31. Checking documentation

The Contractor shall check that the performance specifications / building specifications, drawings, and other documents provided by the Customer for the purposes of performing the work are complete and correct. The Contractor shall inform the Customer if this is not the case as soon as possible in text form, in respect of any errors or omissions in the aforementioned documents. All suggestions for improvement or changes submitted to the Customer by the Contractor shall become part of the Contract following approval by the Customer.

32. Entering and driving onto the company

ONYX Power – General Terms and Conditions of Purchase –

premises/building site

The Customer and its employees shall only be liable, regardless of the legal grounds, for gross negligence and wilful intent, and for ordinary negligence in the case of injury to life, limb or health.

33. Subcontractors

- 33.1 The Contractor may neither transfer its obligations arising from the Contract in part or in their entirety to other parties nor pass on its obligations to other companies without the prior written consent of the Customer.
- 33.2 The Contractor shall subject subcontractors to all obligations regarding their work, and shall ensure that the obligations that it has accepted with regard to the Customer are met. The Contractor shall also inform its subcontractors in advance with regard to all health and safety-related changes within the project.
- 33.3 Subcontractors and services awarded to subcontractors shall be specified with submission of the bid.
- 33.4 If the Contractor engages subcontractors without prior written consent pursuant to Section 35.1 of these AEB, or if the Contractor is in breach of obligations pursuant to Section 35.3 of these AEB, the Customer shall have the right to rescind the Contract and/or to demand compensation.

34. Excavation work

- 34.1 If the Contractor must perform excavation work and other ground works in relation to the agreed performance, the Contractor, as the excavation coordinator, shall determine the exact location of all underground cables and pipelines (including empty conduit which is buried underground and which has a support or protection function) which are used to transport solid, liquid or gaseous products, power or data, before carrying out the work. The party responsible for excavation shall be the natural person or legal entity responsible for the management, monitoring and performance of such excavation work. Within the scope of its/their responsibility, the party responsible for excavation shall issue all necessary reports to the relevant functions and shall obtain the required permits or licences.
- 34.2 In the event of damage to cables and pipelines during the aforementioned work or in the event of other damage or damage elsewhere – such as subsidence – the Contractor shall be liable for the repair of such damage insofar and to the extent that it is at fault for the damage. The Contractor shall hold the Customer harmless against all third party claims to this extent. •