

General Terms and Conditions for Purchase of Goods and Services and Payment (“GTCs”) of RWE Renouvelables France SAS, a subsidiary of RWE AG (“RWE”) 02/2021

1. Applicability/conclusion of contract

These terms and conditions are applicable for all the purchases of goods and services made by RWE Renouvelables France. Orders by RWE – hereinafter referred to as “Client” – to the services provider – hereinafter referred to as “Contractor” (collectively referred to as the Parties)– are placed subject to these GTCs and also subject to any additional conditions which may be stated in the order.

The Parties will negotiate the specific terms and conditions of the order for purchase. They will agree about specific terms of their agreement for purchase and payment in writing. The Client and the Contractor acknowledge and agree that these GTCs shall complete and be an integral part of the order for purchase of the Contractor, which together shall form the agreement for purchase and payment between the Client and the Contractor.

Orders and agreements and amendments made in connection with such orders are only binding where in writing and signed by both Parties.

2. Subcontractors

If the Contractor would like to commission third parties to provide the services, this shall require the prior written consent of the Client. Correspondingly, this applies accordingly to the change of or the use of other subcontractors.

3. RWE Code of Conduct

The Client expressly refers to RWE's Code of Conduct which applies within the RWE Group and can be downloaded at the following web address: www.rwe.com. The Client expects the Contractor to accept the principles of conduct included in the Code of Conduct as basis for the partnership and, in particular, to commit itself to supporting and implementing the principles on human rights, labour relations, the environment and anti-corruption laid down under the United Nations Global Compact initiative (www.unglobalcompact.org).

4. Order of documents

The following documents are deemed to form and be read and construed as part of the placed order and shall prevail in the order listed herein below:

- a) the provisions of each order;
- b) the additional terms and conditions listed in the order;
- c) the scope of services or purchase;
- d) (if applicable) any general / standard agreement concluded between the Client and Contractor;
- e) these general terms and conditions;
- f) (if applicable) the additional terms and conditions to no. 23 of these terms and conditions – general terms and conditions for health and safety;
- g) the Code of Conduct of the RWE group as referenced above.

5. Scope of services and obligations of the Contractor

In respect of an order to render services, the Contractor shall render the services in accordance with the scope of services timely, in line with the current state of science and technology within the agreed timeframes and without defects. Contractor shall hand over and transfer title to all results and documents he is obliged to perform in accordance with the scope of services to the Client (these shall include but not be limited to opinions, organisational charts, drafts, drawings, compilations and calculations, computer programs and software).

The Contractor shall employ qualified personnel for all services. At the request of Client, Contractor shall replace individual employees insofar as Client presents objective reasons for doing so. Any additional expense related to such employee substitution shall be for the account of Contractor.

Even if services are provided within the premises of the Client, the Contractor's employees shall remain under the direction and control of the Contractor. Nothing in this agreement shall be deemed to establish an employment relationship between Contractor's appointed employees and Client.

6. Shipment of Goods

Shipment instructions, in particular shipment addresses, shall be observed in precise detail. Cost incurred due to non-compliance with the shipment instructions shall be for the account of the Contractor, unless the Contractor proves that he is not responsible for them.

Dispatch notes must be sent together with easily identifiable order details to the Client, the shipment address, and to any other addresses of recipients indicated in the order, and shall be enclosed with the shipment.

7. Deadlines/taking over

The delivery times/deadlines of performance indicated in the order are binding. The Contractor undertakes to notify the Client – the Client's stand-by service in the case of contracts for services – immediately if circumstances occur or are identified which indicate that the delivery time agreed upon or the deadline of performance agreed upon cannot be met.

Performance under a contract in relation to works (“contrat d'entreprise”) is subject to a formal take over (“réception d'ouvrage”) which has to include a written report about the taking over procedure. The Contractor undertakes to notify the Client and the service recipient indicated in the order of the completion of works at least five (5) working days in advance. The receipt of works shall be expressly acknowledged in writing by the parties. No conduct of the Client may be implied to represent acceptance; in particular, the use, correspondingly the start of operation of such goods or services supplied under a service contract or the economic use in connection with service trials or test runs do not qualify as acceptance.

8. Prices and remuneration

Except where expressly agreed otherwise, the prices stated in orders are fixed prices. All prices are net, VAT shall be added as applicable. Where no prices are stated,

the Client and the Contractor shall negotiate and agree on the applicable prices. Unless otherwise agreed in writing, prices include free delivery, as well as packing, duty and insurance up to the stated delivery address/place of use. All prices are stated net and the VAT rate applicable at the time of service and delivery needs to be added to the prices.

If the Client or the recipient of goods or services does not wish to keep the packing of the goods, it shall be returned to the Contractor. The Parties will negotiate and agree about the cost of return; this also applies to the return of pallets of all types, including pool pallets.

Times for travel and travel expenditures of Contractor and its employees to their agreed location of work are not separately paid and shall be included in the fixed price agreed or included in the hourly / daily rates. If Contractor and / or his employees have to travel to a different location than agreed in the scope of services, then travel expenditures are reimbursed at a rate of 0,30 €/km. Additional expenses of the Contractor and / or its employees are only reimbursed if this has been previously agreed in writing.

9. Amendments and Variations

Adjustments of documents which are necessary and do not change the agreed timelines do not grant the Contractor a right to claim additional fees.

If there are any changes or amendments in relation to the specifications of services necessary or intended by the Contractor, then these changes or amendments shall only be made with the prior written consent of the Client. If there are inconsistencies or gaps in relation to the object of the agreement which become evident only after conclusion of this agreement, then the Contractor shall be obliged to perform the services with the higher quality standards or performance without any right to demand an extension in delivery deadlines or an increase of the contract price. This shall not apply if the Contractor is able to prove that he was objectively unable to detect the inconsistency or gap.

Changes of the scope of delivery and performance (including contractually agreed deadlines) of Contracts concerning the performance of services (e.g. contract for services ("contrat d'entreprise")) may be requested by the Client at any time prior to performance of the services. The Contractor shall comply with any such request. The effects thereof, particularly any increase or reduction in cost or any effects on delivery deadlines, shall be appropriately taken into account and shall be agreed in writing between the Client and the Contractor before performance of the services.

10. Securities / guarantees

Security and guarantees shall be agreed for each individual contract inasmuch as the Client is not already entitled to demand the same under applicable law. .

11. Account and payment

The invoice has to comply with the requirements under the applicable provisions of the General Tax Code and the Commercial Code. A single copy of the invoice shall be sent to the contractual party at the invoice address indicated in the order detailing the VAT at the rate applicable at the time of delivery / service provision separately.

Prepayments/progress-payments shall be stated separately in the invoice. Contractor has to show the tax number given by the tax authority in the invoice. In the case of lump-sum prices, any services performed shall be confirmed by the Client.

All payments by the Client are subject to the following preconditions:

1. due and proper delivery, performance or taking-over,
2. Receipt of the agreed securities or guarantees by the Contractor;
3. receipt of confirmation of correct quantities and quality (agreed specifications, , time sheets, plant certificates, expert opinions acceptance reports, etc.) wherever the latter form part of the scope of delivery, and
4. receipt of a correct invoice based upon these requirements.

Unless any other terms of payment have been agreed by the Parties in the order, payments shall be made within 30 (thirty) calendar days from the date of issuance of the invoice. The Parties shall agree any other terms of payment or possible rebates in the purchase order.

If the Parties have agreed rebates or discounts for early payment in the purchase order, these can be subtracted both from pre- payments or progress-payments. If a rebate has already been applied in the case of a pre- or a progress-payment, then in the final invoice the base amount for applying rebates shall be reduced by the pre or progress-payment and the rebate shall only be subtracted from the remaining amount. Payments are always made subject to adjustment in the event that objections should be made subsequently.

The Client is entitled to charge the Contractor a contractual penalty or part amounts of a contractual penalty. The Client is also entitled to deduct the contractual penalty or part amounts of the contractual penalty from agreed payments, subject to the agreement of the Contractor and after that Contractor was able to control the correctness of the relevant complaint.

Any acceptance which is not made with reservations or a final acceptance of the goods and services shall not affect the Client's right to claim the contractual penalty due to delayed performance. The Client shall claim the contractual penalty no later than the final payment, however.

In invoices which detail services made on the basis of hourly rates, the prepaid tax on any travel expenditure (negotiated accommodation allowance, travel expenses, costs of overnight stays, etc.) shall be deducted pursuant to applicable tax directives. In calculating any travel expenses, the place of departure and arrival shall be stated. All receipts shall be correct and permanently readable.

Recording of the intra-community trading of goods: In the case of intra-community trading of goods, all declaration obligations shall be duly fulfilled. Any required information on the invoice shall be complied with.

12. Title/provision of materials/processing

Upon delivery, the goods become the property of the Client; this is without prejudice to a simple retention of title right in favour of the Contractor.

Any material made available by the Client to the Contractor shall be kept separate by the Contractor from other materials. The materials provided by Client shall be marked as the Client's property and stored with the care of a prudent businessman. The Contractor is obliged to prevent access by third parties to the materials provided. The Contractor shall inform the Client immediately of any changes in the quantity (such as theft, loss and destruction) or condition (such as loss of functionality) of the materials provided.

Processing or alteration of the material provided by the Client shall be carried out by the Contractor on behalf of the Client. If goods for which the Client has reserved ownership are processed jointly with other objects not being the property of the Client, then the following shall apply: the Client shall acquire joint ownership of the new object. The share of Client's joint ownership shall be calculated by taking into account the purchase value plus VAT of the new object and subtracting the value of the property of the Client in relation to the other objects processed at the time of processing. This last issue applies accordingly for mixing and combining, unless another object which is not the property of the Client is considered to be the main object.

13. Passing of risk / Taking-over

Risk passes to the Client upon the receipt of the delivery in the receiving plant or at the receiving point specified by the Client. In the case of deliveries with acceptance at the receiving plant or receiving point, risk shall pass upon acceptance of the delivered items, regardless of when they arrived. In the case of collection by the Client, risk passes to the Client as soon as the goods leave the premises of the Contractor.

Upon fulfilment of all contractual obligations, all documents which have been drafted and finalised within the contractual scope of services, have to be passed on to the Client and shall become its property. Documents in a digital format have to be passed on in a format which can be used to process data. .

All documents provided to Contractor or a third party by Client shall not become property of the Contractor and have to be returned to the Client upon fulfilment of all contractual obligations or termination of the agreement at latest.

14. Information Rights

The Client has at all times the right to obtain information about the status of contractual performance, in particular about the contractually agreed and orderly progress of manufacture in the place of business of the Contractor or the previous supplier. Any materials and components removed in the course of disassembly or repair work in the Client's premises or any surplus materials made available by the Client shall be duly returned to the latter.

15. Rights to use/industrial property rights/ inventions

The Contractor grants the Client (and its affiliates and its controlled entities in the sense of Article L.233-1 of the Commercial Code) a worldwide irrevocable, perpetual, transferable, non-exclusive, royalty-free licence to use, the Intellectual Property Rights of any results of the services performed in accordance with these terms and conditions which includes the right to sub-license those rights. Contractor assigns herewith to Customer full ownership rights in and to any Intellectual Property in the work products arising from the services performed in accordance with this Agreement. Contractor furthermore agrees to execute, upon Client's request and at its cost, all further documents and assignments and do all such further things as may be necessary to perfect Client's ownership title to the Intellectual Property or to register Client as owner of the Intellectual Property with any registry, including but not limited to governmental registration authorities or private registration authorities.

If within the performance of the services, new patentable inventions are being developed , the Contractor transfers to the Client the exclusive, irrevocable, geographically and timely unlimited rights to the inventions. These rights may be sub-licensed to third party or being disposed of by the Client. .

The usage rights also include the right to alter the services provided and in addition includes pictures, drawing, calculations, analysis methods, recipes and any other works.

The Contractor assures that it strictly observes the provisions of the applicable provisions concerning inventions created by employees (including articles L. 611-7 et seq. and R. 611-1 et seq. of the Intellectual property Code) and that it claims respective inventions within the period provided for. This applies also insofar as the Contractor employs no staff of its own, but has employed third parties within the scope of a legitimate temporary employment work.

Intellectual Property Rights means all proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trademarks, copyrights (regarding software source codes, documentation, data, reports, tapes and other copyrightable material) and respective applications, renewals, extensions, restorations, or proprietary rights in results created intellectually (by through) which are protected by confidentiality, including but not limited to know-ho and trade secrets.

16. Third Party Rights

The Contractor undertakes that all results or documents to be provided by it are unencumbered by third party rights. In the event of an infringement of property rights of third parties, the Contractor shall, at the discretion of Client, procure for the Client the rights to use the services or change the services in such a way that it is no longer encumbered by third party rights. Furthermore, with respect to their contractual relationship the Contractor indemnifies Client against all claims asserted by third parties with respect to infringements of property rights. Further claims and rights to which Client is entitled under law in this respect remain unaffected. The obligation to indemnification starts with the performance of services and expires after ten years.

17. Warranty

The Client has full recourse to the statutory warranty claims. The Contractor accepts a statutory warranty period of 24 (twenty four) months covering any defects in the shipment/service; this period begins with the delivery or taking-over of the respective service. However, this provision shall only apply where, due to the contract or statutory regulations, no longer warranty or limitation periods apply.

The above mentioned warranty period shall be followed by a six-month term during which the Client and the Contractor can agree on any previously unsettled defect notification or seek a decision from third parties, e.g. a court.

Any faults or defects occurring during the warranty period – e.g. due to execution not in compliance with the contract, substandard materials, or non-compliance with statutory regulations or recognised engineering standards – shall either be remedied by the Contractor at its own expense or replaced by a new delivery performed in compliance with the contract, at the discretion of the Client.

If the Contractor fails to remedy the faults and defects in response to the Client's first complaint within the reasonable deadline set, the Client shall be entitled without further notice or setting of a grace period to remedy the faults or defects himself or have them remedied by third parties, and to deduct the expenses incurred from the Contractor's invoice or to charge these to the Contractor's account.

In those cases in which the remedy fails, the Client is entitled to rescission or price reduction; this is without prejudice to claims for damages, in particular claims for damages instead of performance.

18. Liability of the Contractor

The Contractor shall be liable for any breach of duty and the resulting damage unless the Contractor proves that he is not responsible for such breach of duty. The Contractor is further obliged to release the Client from any claims for damages by third parties submitted to the Client by such third parties for reasons based on defective delivery (goods/services) by the Contractor, unless the Contractor can prove to the Client that the Contractor is not responsible for the circumstances that caused the loss. The aforementioned provision shall also apply if the Contractor employs a servant or vicarious agent. The aforementioned exclusions from liability and liability restrictions shall not apply in the case of personal injuries and injuries to health or losses of life of the Client's employees, for which the Contractor remains liable in accordance with the statutory regulations.

19. Liability for cartel law offences (anti-trust law violations)

Should the Contractor in respect to the contractual services be demonstrably involved in an unlawful restraint of competition prior to this Contract and / or before or after this Contract act anti-competitively, it shall be required irrespective of the other liability rules to pay liquidated damages in the amount of 15% of the contract value, unless a damage has been accounted for in a different amount. This also applies if the Contract

has been terminated or already been fulfilled. Other rights of the Client remain unaffected.

Unlawful restrictions of competition are in particular anti-competitive negotiations, recommendations or appointments with other bidders (tenderers) / applicants regarding

- submission or non-submission of bids (tender) including territorial agreements,
- pricing as well as profit arrangements or
- delivery quantities.

Such acts of the Contractor itself are equivalent to acts of persons appointed by it or working for it.

20. Insurances

The Contractor shall, at its own expense, conclude a reasonable public-liability insurance which covers damages or defects of workmanship and shall maintain this insurance during the entire contractual period including any periods of limitation. The liability insurance shall not fall below the minimum amount of € 5,000,000 for personal injury or loss of property and resulting damages. The Contractor is obliged to provide the Client with the insurance cover note upon demand.

21. Termination

The Client is entitled to terminate service contracts at any time without serious cause by giving written notice to the Contractor with a notice period of at least six (6) months. Upon termination for convenience, the Contractor shall receive that part of the remuneration that corresponds to the performance so far carried out in proportion to the overall performance. It shall further be taken into account any expenses saved because of the prior termination. This does not apply if the Contractor can prove that its savings in respect of the services not yet provided are lower.

Both Parties have the right to early termination for serious cause. The Client shall especially have the right to early termination for serious cause:

- subject to the compliance with applicable mandatory legal provisions, if insolvency proceedings have been initiated and rejected for lack of assets, if the party is unable to pay its debts as they fall due or,
- if the Contractor defaults in its obligations under this agreement after receipt of written notice by Client requesting to remedy the default within a reasonable period of time; The Client is not obliged to grant an additional grace period to remedy the default if the Contractor refuses to perform the remedial works or if the setting of an additional grace period is not reasonable.

However, if the contract is terminated for serious cause because of the Contractor's default, the latter shall only receive that part of the remuneration that corresponds to the performance so far carried out and being used by the Client in proportion to the overall performance. Any further claim to remuneration by the Contractor is excluded in this case. The Contractor shall be liable for damages for loss incurred by the Client as a result of the termination, including any consequential losses.

22. Anti-competitive agreements

The Client shall be entitled to terminate or withdraw from this Contract without a notice period or rescind it if the Contractor has demonstrably participated in anti-competitive agreements to the Client's detriment. In the event of early termination without notice period, the Contractor shall only be entitled to that part of the agreed remuneration that corresponds to the scope of work/services already performed without defects. In the event of rescission, the statutory provisions shall apply.

23. Health and Safety regulations

In the course of execution and implementation of the contract, the Contractor is obliged to observe the applicable provisions and recognized engineering standards, especially with regard to industrial health and safety, as well as the provisions applicable under construction, trade and traffic laws (in particular, supervisory and traffic safety duties on construction sites and other workplaces); this shall also apply to the applicable environmental protection regulations. The services must comply with the laws, regulations and directives prevailing at the time of performance.

Except where provided for otherwise by individual contract, the Contractor shall be responsible as the party producing the waste for any waste produced, such as packaging materials, material residues, offcuts etc. On accepting the order, the Contractor affirms that it will immediately properly dispose of any waste it produces in line with any applicable legislative and regulatory requirements in terms of environmental, recycling, waste management, goods traffic and hazardous materials, as amended.

The Client shall be entitled to carry out checks to determine whether the Contractor or any subcontractor has lived up to its public, legal and contractual obligations. To that end, the Client shall be entitled to inspect the documentation to be kept by the Contractor, resp. subcontractor, in accordance with the legal regulations and the permit notice for the plant since started. The Contractor shall further inform the Client on request, in particular, concerning the transport, appropriate vehicles, transport routes and locations of the respective plants and/or storage sites, in advance.

When delivering hazardous substances or products containing hazardous substances, to the Client or the service recipient, material safety data sheets complying with EC regulation no. 1907/2006, as amended from time to time, shall be enclosed in France with the delivery/offer. In case there are any changes to the composition or new findings on the impact of the substances/formulations on humans and the environment the Contractor shall send an updated material safety data sheet to the Client or the service recipient without delay, indicating the order number, the order item as well as the material number. Delivery of the material safety data sheets forms part of the agreed scope of performance; any costs the Contractor incurs in this respect are considered to be included in the prices.

In addition, any supplementary occupational safety conditions in force at the client and service recipient premises shall apply.

24. Data protection

The Client is entitled to collect, process and use the data arising in connection with the contractual relationship in accordance with the Law no. 78 - 17 of 6th January 1978, relative to data processing, data files and individual liberties, as amended, and any related legislative and regulatory provisions, and to pass this data on to companies affiliated with the Client as well as RWE AG within the meaning of Article L.233-1 of the Commercial Code. If the Contractor has to access to personal data as a processor of the Client, the Contractor will only act pursuant to the instructions of the Client.

To safeguard operational routines and to meet the Client's safety requirements, the performance of orders involves the collection, processing and use of personal data whilst observing the provisions of the applicable laws concerning data processing, data files and individual liberties. This refers, in particular, to data and images of security components (e.g. ID cards, ID card management systems, time/access and video systems, etc.), of the Client's IT and telco components as well as their connected infrastructures.

The Contractor shall ensure that any ID cards it receives are not abused or shared with third parties. Where applicable, they shall be visibly displayed by the relevant persons on the Client's premises; any loss shall be reported to the Client immediately.

Any information processing and/or telecommunications resources supplied by the Client (e.g. personal computers, landline telephones, mobile telephones, smart phones, software, Internet access, e-mail, etc.) may only be used as part of performing an order and shall not be used for private purposes.

The Contractor shall ensure that all its agents entrusted with performing an order (e.g. permanent staff, temporary staff etc.) are instructed concerning the aforementioned points before the performance of work/services and that they are placed under suitable commitments. Any such agents shall subsequently also be placed under an obligation to assume proper conduct and to comply with the relevant Client's regulations.

When engaging subcontractors, the Contractor shall ensure that those subcontractors enter into the same commitments through suitable contracts.

The Contractor shall provide evidence of implementation of these points towards the Client upon request.

Any details shared by RWE shall not be used for the purpose of advertising or market/opinion research unless express written permission has been given for this purpose by the RWE.

25. Information security and critical infrastructure protection

The Contractor is obliged to complete a self-declaration form regarding information security and critical infrastructure protection (such as the Client's Conditions of Information Security and Data Protection (BID) questionnaire) when requested by the Company. The Contractor shall ensure that all the information

provided by it in the form is true and accurate and shall allow the Company or any external auditors commissioned by the Company to carry out on-site audit to verify the information. In the event of false declaration by the Contractor the Company has the right to terminate the contract immediately. The self-declaration by the Contractor shall be renewed every two years.

The Contractor shall comply with the Client's Security Policy. The Contractor may apply its own security policy under the pre-requisite that this policy is stricter than the Client's Security Policy, which needs to be certified to the Client by the Contractor. The Contractor shall allow the Client to use dedicated scan stations in the facilities of the Contractor to screen for malware potentially contained in any third-party components used by the Contractor.

The Contractor is obliged to report to the Company immediately any information security incidents which may have an impact on the Company and any weak points, threats and risks with regard to information security.

26. Confidentiality

The Contractor, its own personnel and that of its subcontractors shall be obliged to maintain the confidentiality of all commercial and technical information not already in the public domain that becomes known to them by virtue of the business relationship (also including the date/period of any plant maintenance or a related measure) as business secrets and not to make it available to third parties. All employees, including those of the Contractor's subcontractors shall be obliged accordingly.

27. References/advertising

Without prior consent by the Client, the Contractor is not entitled to use information concerning intended or existing contractual cooperation for reference or marketing purposes. Also, photography on the property and/or construction sites of the Client or the recipient of goods/services, and any kind of publication in this respect are prohibited without the prior written consent of the Client.

28. Place of performance/jurisdiction/choice of law

Place of performance for supplies and services provided by the Contractor is the agreed place of the provision of services.

Unless otherwise expressly provided by law, the place of jurisdiction for any disputes arising under or in connection with the contract is Paris. .

The laws of France shall apply exclusively. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.