

General Terms and Conditions of Purchase for IT Services (AEB-IT EN)

Axians Germany

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1. Application of the General Terms and Conditions of Purchase for IT Services (AEB-IT)

- 1.1 These terms and conditions shall only apply if they are explicitly referenced by their English title "General Terms and Conditions of Purchase for IT Services" and/or „AEB-IT EN“ (hereinafter "Terms and Conditions"). In all other cases, the German version titled "Allgemeine Einkaufsbedingungen für IT-Leistungen" and/or „AEB-IT“ shall apply (available under <https://www.axians.de/agb/>).
- 1.2 These terms and conditions apply in addition to and subordinate to the agreements in the offers, acceptances, contracts or other documents of Axians.
- 1.3 Axians rejects the supplier's general terms and conditions. They do not apply.
- 1.4 If Axians sends an offer to the supplier, in particular a delayed or amended acceptance, it shall be valid for two weeks from receipt.

2. Ethics, human rights, corruption and environmental protection

- 2.1 As part of the VINCI Energies Group, Axians is a member of the United Nations Global Compact and is committed to conducting its business in an ethical and sustainable manner in the broadest sense. Further rules of conduct are set out in the VINCI Ethics Charter and Rules of Conduct, the VINCI Code of Conduct against Corruption, the VINCI Environmental Policy and Environmental Objectives, the VINCI Guidelines on the Protection of Human Rights and the VINCI Declaration on Essential and Indispensable Measures in the Field of Occupational Health and Safety (available at <https://www.vinci-energies.de/unser-engagement/ethik/>). These requirements must also be observed by suppliers and subcontractors by committing to the "Charter for Sustainable Supplier Relations" and the "Charter on the Overall Performance of Partners in Purchasing", which are attached to these Terms and Conditions.
- 2.2 The supplier undertakes to inform Axians immediately of any violations of the above principles that occur in its area of business.
- 2.3 Violations of these obligations constitute breaches of essential contractual obligations and entitle Axians to terminate existing contracts for good cause or to withdraw from the contract due to breach of duty.

3. Quality assurance and information security

- 3.1 The supplier undertakes to perform the service in compliance with the client's specifications with regard to management systems, e.g. DIN EN ISO 9001 ff., 14001 ff., or equivalent.
- 3.2 If the supplier provides IT services, these must comply with the information security standards of ISO/IEC 27001. To this end, they must comply with the requirements of NIS2 and DORA, provided that the supplier falls within their scope.
- 3.3 When providing services (at Axians or elsewhere), the client's specifications regarding information security and data protection apply.
- 3.4 The supplier is obliged to notify Axians immediately of any incident relating to information security, as well as any suspicion of a potential incident, at if this could affect Axians. The same applies to incidents occurring during the performance of services. Upon request, the supplier is obliged to provide information on compliance with information security measures.
- 3.5 Software programmes must always be provided with proper documentation.

4. Performance and consequences of missed deadlines

- 4.1 Partial performance is not permitted.
- 4.2 Upon request, the supplier shall inform Axians of the status of the services to be performed.
- 4.3 Agreed deadlines must be met. Circumstances that make this impossible or cause delays must be reported to Axians immediately.
- 4.4 The supplier of goods is obliged to ensure that spare parts can be delivered to Axians on reasonable terms for a period of 5 years after the last delivery.
- 4.5 If an agreed deadline is exceeded, Axians is entitled to demand a contractual penalty of 0.2% of the order value for each working day on which the supplier is in default of meeting the deadline. The total amount of contractual penalties payable under this provision may not exceed 5% of the order value.

5. Prices and transfer of risk

- 5.1 The agreed prices are net fixed prices and include delivery "DDP" (according to INCOTERMS 2020), including insurance and packaging.
- 5.2 The order number and other identification details must be noted on the invoice; invoices must be verifiable. They shall be paid within 14 days with a 3% discount or within 30 days with a 2% discount and within 90 days net. Payments do not constitute acceptance of the service.

6. Shipping for goods delivery, packaging

- 6.1 The shipment of goods must be notified in good time; the shipping address and order number, including item number, must be specified. Axians' shipping regulations must be observed. The cargo must be secured appropriately and packaging must be used that is environmentally friendly in terms of type, shape and size.
- 6.2 Packaging must be taken back free of charge after use and recycled or reused outside the public waste disposal system.

7. Ownership and rights of use

- 7.1 Axians remains the owner of all documents and items of any kind provided to the supplier; in addition, the supplier is only granted those rights to Axians' programmes and other copyright-protected services that are necessary for the performance of the service. Programmes and licences may only be used in accordance with the terms of use of the third-party manufacturers or Axians applicable to them.
- 7.2 If the supplier acquires ownership of the newly created item through processing, transformation or similar actions in accordance with Section 950 of the German Civil Code (BGB), Axians may demand restoration of the previous condition or compensation for the damage caused by the loss of ownership.
- 7.3 Axians shall receive the exclusive, irrevocable right of use, unlimited in terms of time, space and content, for all service results created for Axians, in particular custom software including its documentation, even for types of use not yet known today. The supplier's right to continue to use the standard programmes used by it in processing the service results and the know-how contributed by it for third parties remains unaffected. However, reproduction of the service results created for Axians or parts thereof is not permitted.

8. Liability for defects

- 8.1 Liability for defects is governed by the statutory provisions.
- 8.2 Section 377 of the German Commercial Code (HGB) does not apply.
- 8.3 If claims are made against Axians by third parties because the rights of third parties are infringed in connection with the supplier's services, the supplier is obliged to indemnify Axians against these claims upon first request. This also applies if the third party alleges legal violations. The supplier's obligation to indemnify Axians shall cover all expenses necessarily incurred by Axians as a result of or in connection with the third-party claim, including the costs of reasonable legal defence. In the event of an infringement, the supplier is obliged to provide Axians with the right to use the service in

accordance with the contract free of charge or to modify the service in such a way that it is provided in accordance with the contract but does not infringe any third-party rights.

9. Liability and insurance

- 9.1 Mutual liability shall be governed by the statutory provisions.
- 9.2 The supplier undertakes to take out appropriate insurance for its services and to present an insurance certificate upon request by Axians.

10. Confidentiality

- 10.1 The partners are obliged to treat all confidential information and documents of the other partner that are entrusted to them or that become known to them during the course of their cooperation as strictly confidential, not to disclose them to third parties without consent, to use them only for the purpose of contract execution and not to exploit them without authorisation for their own business purposes.
- 10.2 Insofar as the disclosure of confidential information and documents serves the purpose of contract execution and confidentiality is ensured, employees of affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) shall not be considered third parties.
- 10.3 Confidential information is information that a reasonable third party would consider worthy of protection or that is marked as confidential; this may also include information that becomes known during an oral presentation or discussion. Confidential information may only be used for the purpose described in the preamble.
- 10.4 The confidentiality obligation shall not apply to information that (1) was already public or known to the receiving party at the time of transmission, (2) became public after its transmission through no fault of the receiving party or a third party, (3) was developed independently by the receiving party without using the trade secrets of the disclosing party, or (4) must be disclosed in accordance with the law, an official order or a court decision. The other party must be informed immediately and in advance of any such disclosure obligation and must be given the opportunity to defend itself against such an order or decision.
- 10.5 This obligation shall remain in force for the duration of the contract and for three years thereafter. If no contract is concluded between the partners, this NDA shall be valid for three years from the date of signature. In the case of the processing of strictly confidential information specified in advance, confidentiality shall apply for an indefinite period.
- 10.6 Upon termination of the cooperation, the partners shall return all confidential information and documents obtained from the other partner in full and shall demonstrably delete all copies (including all personal data). Statutory retention periods and copies within the scope of standard business data backup remain unaffected by this.

11. Data protection

- 11.1 Both contracting parties undertake to comply with all relevant data protection regulations.
- 11.2 In particular, the supplier may only use persons who have been appropriately trained and who are bound to data secrecy to perform the services.
- 11.3 The supplier assumes the information obligations pursuant to Articles 13 and 14 of the GDPR for those employees and contact persons whom it names to Axians. If it requires information for this purpose, Axians shall provide it upon request.
- 11.4 The supplier is obliged to notify Axians immediately of any data protection breach or incident, as well as any suspicion of a possible breach or incident, if this may affect Axians. The same applies to breaches or incidents occurring during the performance of services. Upon request, the supplier is obliged to provide information on compliance with data protection.

12. Termination in the event of insolvency of both parties and breach of duty by the supplier

- 12.1 If insolvency proceedings or comparable debt settlement proceedings are initiated by one party, the supplier or one of its creditors, the other party shall be entitled, without prejudice to other

statutory or contractual rights, to terminate the contract with immediate effect or to withdraw from the contract at its own discretion.

12.2 In the event of termination due to a breach of duty by the supplier, the services rendered shall be remunerated, provided that Axians can use them for their intended purpose.

13. Right of audit and contractual penalty

13.1 Axians shall be entitled to verify the obligations regarding compliance, information security, confidentiality or data protection, after prior agreement on the scope and time of the audit, during normal business hours at the supplier's premises or to have them verified by a third party. For this purpose, the supplier shall grant Axians access to and information about all necessary documents.

13.2 If the supplier violates its obligations regarding compliance, information security, confidentiality or data protection, it undertakes to pay Axians a reasonable contractual penalty. Axians shall determine the amount of the contractual penalty at its reasonable discretion. The supplier may have the appropriateness of the contractual penalty reviewed by the competent court.

14. Export control

14.1 Upon request, the supplier is obliged to submit supplier declarations that comply with the requirements of Regulation (EC) 1207/2001. If long-term supplier declarations are used, the supplier must notify Axians of any changes without being asked to do so. The actual country of origin must be stated in the delivery documents in all cases, even if there is no preferential entitlement.

14.2 Upon request, the supplier is obliged to provide Axians with all further foreign trade data relating to the goods and their components in writing.

14.3 After transfer of ownership of goods, Axians shall comply with the applicable export regulations and sanctions.

15. Assignment

15.1 Assignment of claims without the approval of Axians is excluded.

15.2 However, Axians may not refuse approval without good reason.

16. Choice of law and agreement on place of jurisdiction

16.1 The contract is subject to the law of the Federal Republic of Germany, excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

16.2 The exclusive place of jurisdiction is Cologne, Germany.