

General Terms and Conditions of Purchase
of Pfalzwerke Group

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Disclaimer

The English translation of the General Terms and Conditions of Purchase is provided for convenience only. In the event of

any discrepancies or inconsistencies, the German version shall prevail.

A. General section

1. Basis; parties; order of precedence

- 1.1 The basis for orders placed by PFALZWERKE AKTIENGESELLSCHAFT, Wredestraße 35, 67071 Ludwigshafen am Rhein, Pfalzwerke Netz AG (ibid.) and REPA GmbH Elektrotechnik, Rolf-Müller-Str. 15, 76829 Landau (hereinafter referred to as the “Client”) to a supplier/contractor (hereinafter referred to as the “Contractor”) are the following General Terms and Conditions of Purchase (GTC) and any additional terms and conditions expressly specified in the order. The GTC apply to all current and future business relationships between the Client and the Contractor for the order or commission (hereinafter uniformly referred to as “Order”) and the purchase of goods, services, or work. The GTC do not apply to natural persons who conclude a legal transaction solely for a purpose that cannot be attributed to their commercial or independent professional activities.
- 1.2 Orders and related agreements, modifications and declarations must be made at least in text form, unless another form is stipulated in a contract or by law. This shall also apply to ancillary agreements or modifications.
- 1.3 The Contractor’s conflicting and/or deviating GTCs shall not be acknowledged and shall not become part of the contract, unless the Client expressly agrees to the validity of the same at least in text form. In this case, as well as in the case where special conditions are separately agreed for certain orders, these GTCs shall be deemed to be subordinate and supplementary. These GTCs shall also apply if the Contractor performs the contract without reservation in the knowledge that their terms and conditions conflict with or deviate from the GTCs. The Client’s acceptance of a delivery or service from the Contractor shall not constitute consent to the Contractor’s General Terms and Conditions. Silence in response to an order confirmation from the Contractor that contains contradictory statements made by the same shall not constitute such consent either.
- 1.4 The contract consists of the individual agreement (e.g. a framework agreement, if one has been concluded), the order, and these General Terms and Conditions of Purchase. If the service to be provided by the Contractor is to be regarded as a mixed contract, the focus of the service shall be decisive.

- 1.5 The individual components of the contract shall be deemed supplementary, or shall apply in the following order of precedence if there are deviations or contradictions:
- 1.5.1 The provisions set out in the individual contractual agreement and/or the order;
 - 1.5.2 Minutes of contract negotiations signed by both the Client and the Contractor, if applicable (if there are several minutes of negotiations, the more recent ones take precedence over the older ones);
 - 1.5.3 These GTCPs. Within these GTCPs, the provisions set out in Section B shall take precedence for delivery services, the provisions set out in Section C shall take precedence for services under work and construction contracts, and the provisions set out in Section D shall take precedence for IT services over the provisions set out in Section A if and insofar as they are more specific or contradict the provisions set out in Section A. Otherwise, they shall be deemed supplementary to the provisions set out in Section A;
 - 1.5.4 The German Construction Contract Procedures (VOB) in the version valid at the time the contract is concluded if the contract includes construction work and if the application of the VOB has been agreed;
 - 1.5.5 The provisions set out in the German Civil Code (BGB);
 - 1.5.6 General regulations applicable to the contract, technical regulations and standards (as amended), rules set down by the Employers' Liability Insurance Association and recognised engineering practices.
- 1.6 If there are contradictions between contractual documents of equal rank or within a contractual document, the more specifically described version shall take precedence in case of doubt. A contradiction in the aforementioned sense shall not be deemed to exist if a subordinate component of the contract merely supplements or substantiates a previous one. If the Client has consented to the applicability of the Contractor's General Terms and Conditions (as set out in (1.3)) and there are contradictions between them and these GTCPs, the statutory provisions shall apply to the extent of the contradiction instead of the contradictory terms and conditions.

2. Deadlines and delays

- 2.1 The delivery and performance times indicated in the contract are binding. These bindingly agreed delivery and performance times may only be extended or shortened by declaration of the Client at least in text form. The Contractor undertakes to inform the Client without delay, and at least in text form, if circumstances that indicate that the agreed delivery and performance time cannot be met arise or become apparent, and to indicate a new deadline in agreement with the Client. The

initially agreed deadlines shall continue to apply to the assertion of the Parties' claims, regardless of new deadlines being named.

- 2.2 If the Contractor does not provide its service or does not do so within the agreed delivery and performance time, or if it is in default, the Client's rights – in particular to withdraw from the contract and claim damages – shall be determined in accordance with the statutory provisions. The regulations set out in 2.3 shall remain unaffected.
- 2.3 In the case of culpable delay by the Contractor, the Client shall be entitled – in addition to further statutory claims – to demand a contractual penalty of 0.2% of the net order value according to the final invoice for each day or part thereof of delay, but no more than 5% of the net order value according to the final invoice. The Client reserves the right to prove higher damages. The contractual penalty shall be offset against any higher claim for damages. The Contractor reserves the right to prove that no damage at all or only substantially less damage was incurred. If a contractual penalty has been incurred, the Client shall be entitled to offset this against the amount indicated on the final invoice. The acceptance of a delayed delivery or service shall not constitute any waiver of claims for compensation.
- 2.4 The Contractor may only invoke the Client's failure to meet necessary and/or contractually agreed obligations to cooperate if these are not provided within a reasonable period of time set by the Contractor despite making a request in text form.

3. Remuneration and payment terms

- 3.1 Unless expressly agreed otherwise, the prices indicated in the contract are fixed prices, plus VAT at the statutory rate.
- 3.2 Each (partial) service must be invoiced without delay, by means of a proper and verifiable invoice, indicating the order number or, if no such order number exists, indicating an order reference. All invoicing documents (parts lists, proof of work, measurements, etc.) must be enclosed. Invoices shall be sent electronically in a single copy to the invoice email address indicated in the contract. The Client can only process due invoices if they comply with the statutory requirements, in particular the German Value Added Tax Act (UStG), and meet the aforementioned requirements. If the aforementioned information and/or documents are missing, the Contractor shall not be authorised to assert the claim in question against the Client. Down payment, partial, partial final and final invoices shall be designated as such and numbered consecutively. Invoices without a designation shall be treated as final invoices.
- 3.3 Payments made without reservation shall not constitute acknowledgement, approval of a service, waiver

of notifications of defect or recognition of terms and conditions and prices.

- 3.4 Unless agreed otherwise, the invoice amount shall fall due for payment 45 days after invoicing and delivery or acceptance. The Client is entitled to a 3% discount if they make payment within 30 days.

4. Service recipients; rights of use; intellectual property rights

- 4.1 The service recipients are all users. 'Users' in this context means an unlimited number of individuals who are authorised by the Client to use the services. These individuals may, in particular, be customers and employees of the Client, as well as third parties who are commissioned or deployed by the Client and their employees.
- 4.2 The Client may use the services, including the underlying patent and other intellectual property rights, without restriction within the Pfalzwerke Group and for the service recipients. This right of use shall also authorise the Client or its authorised representatives to make modifications and repairs to the services and also includes the use of illustrations, drawings, calculations and other works that are made or developed by the Contractor in the conclusion and execution of the contract. For the purpose of maintenance and/or the reproduction of spare and reserve parts, the Client may pass on the aforementioned documents to third parties. The Contractor guarantees that the rights of third parties, in particular those of its subcontractors, do not conflict with the granting of the right of use and shall indemnify the Client against any claims in this respect.
- 4.3 The Contractor guarantees that the delivery and use of the services does not infringe any copyrights or other intellectual property rights belonging to third parties. The Contractor shall indemnify the Client, the Pfalzwerke Group and all service recipients against any claims asserted by third parties due to infringement of these rights, and shall otherwise hold them harmless.
- 4.4 If third-party rights are infringed by the agreed deliveries and/or services or by their use, the Contractor shall either procure at its own expense the right to unencumbered use for the Client or modify at its own expense the affected deliveries and/or services without delay such that the affected deliveries and/or services are made free of protection rights but still meet the requirements defined in this contract. The Client's further claims and rights shall remain unaffected by this.

5. Liability

- 5.1 The statutory provisions shall apply to the Contractor's liability for damages if and insofar as there are no more specific provisions made within these GTCPs or a higher-ranking regulation. The Contractor shall be responsible for the horizons of understanding of its vicarious agents as if they were its own employees.

- 5.2 The Contractor shall indemnify the Client against all third-party claims for damages asserted against the latter in connection with its activities or those of its performing or vicarious agents, unless the Contractor or the performing or vicarious agents in question are not responsible for the damage incurred. The Contractor is not authorised to acknowledge third-party claims or conclude agreements with third parties regarding such claims without the Client's written consent.

- 5.3 The Client shall be liable if the damage is based on an intentional or grossly negligent breach of duty by the Client, its legal representatives or its vicarious agents, or if there is culpable injury to life and limb or harm to health. For property damage and financial losses caused by negligence, provided there is no gross negligence the Client shall only be liable in the case of a breach of a material contractual obligation, but limited in amount to the damage that is foreseeable at the time the contract was concluded and that is typical for the contract. Material contractual obligations are such obligations, the fulfilment of which characterises the contract and on which the Contractor can rely.

- 5.4 The aforementioned limitations of liability shall not apply insofar as the Client is liable under mandatory statutory provisions, in particular the German Product Liability Act or the German Liability Act, as well as statutory warranty claims asserted by the Contractor. The same shall apply if the Client has assumed a guarantee of quality or has fraudulently concealed a defect.

- 5.5 The above provisions do not involve a reversal of the burden of proof.

6. Producer liability

- 6.1 If the Contractor is responsible for product damage, it shall indemnify the Client against third-party claims to the extent that the cause lies within the Contractor's sphere of control and organisation and the Contractor itself is liable in relation to third parties.

- 6.2 As part of its indemnification obligation, the Contractor shall reimburse expenses pursuant to Sections 683 and 670 of the BGB that arise from or in connection with third-party claims, including recall actions carried out by the Client. The Client shall inform the Contractor of the content and scope of recall measures – as far as is possible and reasonable for it to do so – and give the Contractor the opportunity to comment. Further statutory claims shall remain unaffected.

7. Liability insurance

For the duration of the contract, including warranty periods and limitation periods for claims for defects, the Contractor must maintain liability insurance cover with conditions customary in the industry (with an appropriate amount of coverage in relation to the order value). The Contractor must provide proof to this effect in writing at the Client's request by submitting the insurance policy.

8. Confidentiality; non-disclosure; naming references

- 8.1 The Contractor shall not disclose to third parties any confidential information that it receives from the Client, shall treat it as strictly confidential, and shall not make it available to third parties. The Contractor shall maintain secrecy with respect to the information it receives, exercising at least the same care that it uses to keep its own information secret from third parties. The Client may use all confidential information only for the purpose and within the limits of the contract.
- 8.2 The Contractor may only make the confidential information available to those of its own authorities or employees or the authorities or employees of the corporate group (Sections 15 et seq. of the German Stock Corporation Act) who need to know the confidential information for the purpose of the contract ('need-to-know basis'). In so doing, the Contractor shall ensure that the duty to maintain confidentiality is observed as if the authorities themselves were bound by this agreement, insofar as this is permissible under labour law. This shall also apply to the period after any authority or employee leaves the company.
- 8.3 The Contractor is also obligated to safeguard the confidential information against unauthorised access by third parties by taking appropriate confidentiality measures and to comply with the statutory and contractual provisions on data protection when processing the confidential information. This also includes technical security measures adapted to the current state of the art (Article 32 of the GDPR) and obligating employees to maintain confidentiality and observe data protection requirements (Article 28 (3) (b) of the GDPR).
- 8.4 Confidential information as defined by the contract is all information (whether written, electronic, verbal, digitally embodied or in any other form) that the Contractor discloses to the Client for the purpose of the contract. Confidential information includes trade secrets in accordance with Section 2 (1) of the German Act on the Protection of Trade Secrets (GeschGehG) and all information that is expressly marked as confidential or is to be treated as confidential by its nature. Information that, by its nature, is to be treated as confidential particularly includes technical, organisational or economic information, as well as information about the disclosing party's operations or business and research activities.
- 8.5 The following information does not constitute confidential information:
- 8.5.1 Information that, at the time of disclosure, was known or generally accessible to the public or that subsequently become such without any breach of a duty to maintain confidentiality;
- 8.5.2 Information that was already demonstrably known to the Contractor prior to disclosure by the Client and without any breach of a duty to maintain confidentiality;

- 8.5.3 Information that the Contractor independently obtained or developed without using or referring to the disclosing party's confidential information; or
- 8.5.4 Information that is handed over or made accessible to the Contractor by an authorised third party without any breach of a duty to maintain confidentiality.
- 8.6 Insofar as confidential information includes personal data, the provisions set out in section 9. shall take precedence.
- 8.7 The Contractor shall inform the Client without delay of any indications of a breach of the above provisions.
- 8.8 The Client may withdraw from the contract either in whole or in part if the Contractor fails to meet its obligations under this section entitled 'Confidentiality' within a set reasonable period. Other legal consequences of such breaches of duty shall remain unaffected.
- 8.9 Any disclosure of existing business relationships with the Client requires the Client's prior consent in text or written form. This shall also apply to the publication of data in connection with this contractual relationship with the Client.

9. Data protection

- 9.1 In accordance with statutory provisions, the Client shall process personal data of the Contractor's employees, as well as any other data provided by the Contractor in connection with this contractual relationship entered into between the Client and the Contractor. If and to the extent necessary for the purposes of Group-wide procurement, and if an appropriate legal basis exists, data exchange may take place between the companies of the Pfalzwerke Group. Detailed information on such processing can be found in the Client's data protection information for suppliers and their contacts.
- 9.2 The Contractor is obligated to inform its employees who are involved in the implementation of the contractual relationship, in accordance with the data protection information for suppliers and their contacts that the Client sent to it, of the fact that and the extent to which the Client and other companies of the Pfalzwerke Group process data belonging to the Contractor's employees. If the Contractor is a natural person and – for example, as a sole trader – falls under the protective purpose of data protection law, this information on the handling of their personal data shall also apply to them.
- 9.3 If and insofar as the Contractor processes personal data in fulfilment of its contractual obligations vis-à-vis the Client, which was either disclosed or provided to the former for the purpose of processing on the Client's behalf (order processing), for independent processing or for processing by the Contractor and the Client as joint controllers, the provisions set out in the data protection annexes to the contract shall apply.

9.4 The Contractor may not use or transmit personal data that the Client has provided for the purposes of advertising or market or opinion research, unless the Client gives its express written consent to this effect or unless the agreed service explicitly stipulates this.

10. Information security

To ensure protection of the confidentiality, integrity and effective availability of information and the associated resources and methods, the Contractor undertakes to comply with the obligations set out in the annex entitled 'Information security'.

11. Unbundling information and communication, freedom from discrimination and right to make final decisions in matters relating to grid operation

11.1 The Contractor guarantees that it shall not disclose or make accessible to entities in the field of energy procurement / trading / sales or energy services / generation, or use for the benefit of these segments, any grid client and grid information that it becomes aware of from the grid operator (Pfalzwerke Netz AG) during its activities and that is subject to the unbundling of information within the Pfalzerwerke Group and also within Pfalzerwerke Netz AG.

11.2 This shall not apply if there is a legal obligation to disclose or pass on the data and the grid user in question has consented to the non-discriminatory disclosure or passing on of their data. With regard to grid information, this shall also not apply if it is to be disclosed or made accessible for an objectively justified purpose and this is done in a non-discriminatory manner.

11.3 The Contractor further guarantees that it always clearly identifies for which role it will be working in relation to third parties. Pfalzerwerke Netz AG's technical right to issue instructions and make final decisions shall be observed in all matters relating to grid operation. Employees and any subcontractors shall be instructed accordingly.

11.4 For further explanation, please refer to PFALZWERKE AKTIENGESELLSCHAFT's and Pfalzerwerke Netz AG's compliance programme.

12. Obligations after termination

12.1 In the case of termination of the contract, unless requested otherwise by the Client and without being requested to do so the Contractor shall return to the Client or recipients specified by the Client, or instead delete at the Client's express request, all information such as files, documents, electronically stored data and records, including any copies that the Contractor has received or made based on the contract. Electronically stored data particularly includes application data, databases and database works, as well as data created in the context of data backup and logging. It shall either be provided in a market-standard format on

electronic data carriers or transferred online according to the Client's wishes.

12.2 Subject to the applicable data protection regulations, the Contractor may retain the information necessary for asserting or defending against any claims until the limitation period for the relevant claims expires. The same shall apply to information that the Contractor must retain due to a legal obligation incumbent upon it for the duration of the relevant retention requirement.

12.3 Once the information indicated in (12.1) has been provided in full, or if the Client has dispensed with provision, and, if applicable, once the periods indicated in (12.2) have elapsed, the Contractor shall – if it processes copies of the same – delete this information without delay and in accordance with data protection regulations and notify the Client of such deletion in text form.

12.4 The Contractor shall also take all action possible for it to enable the uninterrupted, continued provision of the orders following termination of the contract by the Client or a third party. This particularly includes the obligation to provide the Client or the third party with experience, expertise and knowledge in connection with the previous service provision and otherwise to cooperate in reconciling orders. In return, the Client undertakes to pay the Contractor reasonable remuneration in accordance with the rules that the Parties most recently agreed on, depending on the effort required. If no remuneration has been agreed for the services in question, reasonable remuneration shall apply.

13. Compliance / environment / social responsibility / supplier code

13.1 The Contractor undertakes to acknowledge the PFALZWERKE GROUP's supplier code. For existing business relationships, it is assumed that our supplier code is also recognised as part of a (follow-up) order. The Contractor may only object to this in writing. We would like to point out that, in this case, a procurement decision may be reviewed and that this may have a negative influence on the supplier rating.

13.2 The supplier code is available online at pfalzwerke.de/lieferantenhinweise. At our request, the Contractor shall provide evidence confirming compliance with the framework conditions defined in the supplier code.

14. Limitation period

14.1 The Parties' mutual claims shall become statute-barred in accordance with the statutory provisions, unless stipulated otherwise below.

14.2 Notwithstanding Section 468 (1) (3) of the BGB, the general limitation period for claims for defects is three years from the transfer of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title,

whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 (1) (1) of the BGB) shall remain unaffected. Furthermore, claims arising from defects of title shall not become statute-barred as long as the third party can still assert the right against the Client – in particular due to the absence of a limitation period.

- 14.3 The limitation periods set out in the UN Convention on Contracts for the International Sale of Goods, including the above extension, shall – to the extent permitted by law – apply to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to defects, the regular statutory limitation period (Sections 195 and 199 of the BGB) shall apply, unless the application of the limitation periods set out in the UN Convention on Contracts for the International Sale of Goods leads to a longer limitation period on a case-by-case basis.

15. Transfer of risk; transfer of ownership

- 15.1 Until acceptance, the duty to implement safety precautions and the risk of accidental loss or accidental deterioration shall remain with the Contractor. If there are no plans for acceptance, the risk shall pass to the Client after the delivery or service has been handed over to the Client at the place of performance in accordance with the contract.
- 15.2 Retentions of title by the Contractor shall only apply insofar as they relate to the payment obligation for the products in question to which the Contractor retains the title. In particular, extended or prolonged retentions of title are inadmissible.

16. Applicable law; contract language; place of jurisdiction

- 16.1 The law of the Federal Republic of Germany shall apply exclusively to these GTCPs and the contractual relationship entered into between the Client and the Contractor, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Commercial clauses shall be interpreted according to the respective, valid Incoterms – ICC, Paris.
- 16.2 The contract language is German. Other translations are irrelevant for the interpretation.
- 16.3 The place of jurisdiction shall be Ludwigshafen am Rhein, unless overriding statutory provisions apply, in particular if an exclusive jurisdiction is given.

B. Special provisions for supply contracts

17. Scope

The provisions set out in Section B supplement the aforementioned provisions for all contractual relationships entered into between the Client and the Contractor that involve the delivery of goods or in which the delivery of goods is the main focus.

18. Packaging, shipping and delivery

- 18.1 The most favourable transport options for the Client shall be selected, unless the Client has expressly specified certain transport regulations.
- 18.2 The Contractor shall package the goods that the Client has ordered in a manner that is safe for transport and in accordance with other specific requirements in accordance with the German Ordinance on the Prevention and Recycling of Packaging Waste, as amended. At the Client's request, the Contractor shall take back packaging at its own expense.
- 18.3 The Contractor shall only be entitled to provide partial deliveries / services with the Client's prior written consent.
- 18.4 The Contractor and, if applicable, its vicarious agents shall take over the Client's loading obligations under Section 412 of the German Commercial Code (HGB) and shall ensure that loading takes place in an operationally safe manner. The load shall be secured in accordance with the statutory regulations. The Contractor shall indemnify the Client against liability in this respect. The resources required to secure the load – such as belts, straps, wedges and other resources – shall be provided by the Contractor. The Client reserves the right to check that the load is properly secured.

19. Delivery and performance time

- 19.1 Deliveries are subject to the 'Incoterms', as amended, that are published by the International Chamber of Commerce. The goods shall be delivered duty paid (DDP) and at the agreed delivery time or, if agreed, within the delivery period at the delivery location. In the latter case, the Contractor shall take into account the Client's local public holidays.
- 19.2 Premature deliveries are not permitted without written consent.
- 19.3 Following consultation with the Contractor, the Client may task third parties with delivery at its own expense if this has not already been contractually agreed and the Contractor would otherwise be in default of performance. The obligation to deliver on time shall also remain with the Contractor in this case and cannot be transferred to the third party in relation to the Client.
- 19.4 The Client is entitled to change the delivery time and location, as well as the type of packaging, at any time by providing notification at least in text form and giving a notice period of at least ten calendar days before the agreed delivery date. The same shall apply to modifications to product specifications, insofar as they can be implemented in the context of the Contractor's or its subcontractors' normal production process without significant additional expense, whereby in these cases the notification period in accordance with the preceding sentence shall be at least three calendar weeks. The proven and reasonable additional costs that the

Contractor incurred in each case due to the modification shall be reimbursed on submission of evidence.

- 19.5 If such modifications result in delivery delays that are unavoidable in the Contractor's or its subcontractors' normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Contractor shall notify the Client in writing of the additional costs or delivery delays to be expected after careful consideration in good time before the delivery deadline, but at least within seven working days of receiving the modification order.
- 19.6 If the day on which delivery must take place at the latest can be determined based on the contract, the Contractor shall be in default once this day has passed, without any need for a reminder from the Client.
- 19.7 If delivery is delayed, the Client shall be entitled to the statutory claims without restriction, whereby it may only exercise its right of withdrawal or to assert claims for damages in lieu of performance once a reasonable grace period has expired without result.

20. The obligation to give notice of defects according to Sections 377 and 378 of the HGB is substantiated as follows:

For delivery of goods that the Client must examine in accordance with Section 377 of the HGB, the period for examining and reporting an obvious defect in the goods is two weeks from receipt of delivery. The notification period for latent defects is two weeks from discovery of the same. In any case, quality and quantity deviations shall be deemed to have been reported in good time if they are reported to the Client within ten working days of receipt of the goods. Latent material defects shall, in any case, be deemed to have been reported in good time if the Client is notified within seven working days of discovery.

21. Liability for defects

- 21.1 The statutory claims shall apply to defects in goods delivered by the Contractor.
- 21.2 If several similar parts of a delivery exhibit defects, this shall constitute impermissible partial performance. In the case of such impermissible partial performance, the Contractor shall be obligated to take back all parts of this delivery – including those parts for which no specific defect has yet been identified.
- 21.3 Warranty claims shall not be waived through acceptance or approval of submitted samples or specimens.
- 21.4 When the Contractor receives the written notification of defects, the limitation period for warranty claims shall be suspended until the Contractor rejects claims or declares the defect to be remedied or otherwise refuses to continue negotiations on the Client's claims. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired

parts shall start all over again, unless it had to be assumed from the Contractor's conduct that it did not consider itself obligated to take the measure, but instead only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

- 21.5 The Contractor is responsible for all claims asserted by third parties due to personal injury or property damage that is attributable to a defective product that it delivered, and it is obligated to indemnify the Client against any liability resulting therefrom. If the Client is obligated to carry out a recall action vis-à-vis third parties due to a defect in a product that the Contractor delivered, the Contractor shall bear all costs associated with the recall action.
- 21.6 The Contractor warrants that the goods it delivers correspond to the contractually owed goods and have the performance and quality characteristics assumed for the usual or contractually intended purpose of use. Unless the Parties have agreed on deviating requirements for the goods elsewhere, the descriptions in the Contractor's catalogue documents shall be deemed to have been agreed.
- 21.7 If the Contractor fails to remedy the defects within the reasonable period set following the Client's first notification of defects, the Client shall be entitled – without further warning and without setting a grace period – to remedy the defects itself or have them remedied by third parties and to deduct the costs incurred from the Contractor's invoice amounts or to charge them to the Contractor.
- 21.8 The Contractor is obligated to inform the Client of any warranties that it is entitled to from its upstream suppliers and to assign the same to the Client or, if they cannot be assigned due to the warranty conditions, to exercise the same in favour of the Client at the Client's request.
- 21.9 Arrangements concerning service level agreements ('SLAs') shall also apply in favour of the Client without prejudice to other rights.

Part C Special regulations for services under work and construction contracts

22. Scope

The provisions set out in Section C supplement the provisions set out in Section A for all contractual relationships entered into between the Client and the Contractor that relate to services under work and construction contracts. To improve legibility, the term 'services under construction contracts' shall be consistently used below.

23. The Contractor's services

- 23.1 The Contractor shall ensure that the specifically commissioned service is a success.

- 23.2 Responsibility for fulfilment of the service owed lies with the Contractor. The Contractor has the authority to issue instructions to its employees.
- 23.3 The following services are also included in the scope of services and are covered by the Contractor's agreed remuneration:
- 23.3.1 Recording the condition of the property and/or the existing stage of construction before the commencement and following completion of the work and, if necessary, documentation relating to the public roads and the ground surfaces;
- 23.3.2 Fulfilling all standards under public law, obligations, ancillary provisions and conditions from the building permit, insofar as the Contractor's scope of services is affected. The Contractor must completely check the building permit with regard to the scope of services it has assumed;
- 23.3.3 Providing, installing and maintaining the equipment, machines, tools, means of transport, scaffolding, temporary bridges, braces, barriers, energy supply facilities (such as electricity, water and gas), lighting systems, safety fences and other social and sanitary facilities necessary for the proper and timely performance of the construction work, as well as the establishment of storage areas and access roads and everything else that is necessary for the proper performance of the work;
- 23.3.4 Using areas outside the property for construction site facilities, storage areas, etc., removing artesian and carrying water; assuming fees incurred for the above measures, insofar as is necessary for the Contractor's services. In this respect, the Contractor shall assume the risk of any impairment and/or damage to neighbouring properties and buildings as a result of any breaches of its contractual obligations.
- 23.3.5 Until acceptance, the Contractor shall be responsible for its duty to implement safety precautions and its duty to perform cleaning, clearing and gritting on the construction site and in the area affected by the construction project, insofar as this relates to the Contractor's contractually assumed scope of services.
- 23.3.6 The Contractor is obligated to attend construction meetings through legal or adequately authorised representatives.
- 23.3.7 The Contractor is obligated to independently and under its own responsibility check any preliminary work performed by other contractors or by the Client itself before the commencement of construction work to ensure that it is suitable for the performance of its own services, and to notify the Client without delay and in writing of any relevant concerns following identification.
- 23.3.8 The Contractor is responsible for coordinating the location and timing with the other companies involved in the construction work. The Contractor is obligated to coordinate the other participants' work with its own services such that there are no disruptions to the construction process. The Contractor is responsible for safely observing the height and fixed points, axes, cornerstones and other markings.
- 23.3.9 If construction work has to be interrupted due to the weather, the Contractor shall be obligated to provide at its own expense appropriate protection for its completed services (including partial services) against frost, snow and other weather conditions.
- 23.3.10 Construction rubble, packaging material and other waste shall be removed from the construction site daily or as instructed by the Client, as well as after completion of the work, and in particular disposed of in accordance with the statutory and regulatory requirements. These services are covered by the all-inclusive price or the respective unit prices. If this does not happen despite a written request, the Client's site manager shall be authorised to have the construction rubble, packaging material or other waste removed by third parties. The costs incurred for this shall be deducted from the invoice amount. The site manager's photographic documentation with proof of the date and proof of the corresponding disposal costs shall constitute sufficient evidence for the deductions.
- 23.4 Samples and specimens of construction products, materials and parts proposed by the Contractor and intended for use shall be delivered and installed by the Contractor. At the Client's request, the Contractor shall provide inspection and production certificates for these construction products, materials and parts. The costs for this are covered by the agreed all-inclusive price and the agreed unit prices or expense allowances, unless agreed otherwise.
- 24. The Contractor's obligations**
- 24.1 The Contractor undertakes to appoint in writing a responsible and authorised representative who shall be present on the construction site during service provision and who is entitled and obligated to attend the construction meetings ordered by the Client, to receive instructions and explanations from the Client and to arrange all the necessary measures.
- 24.2 The Contractor shall appoint a site manager / specialist engineer, if applicable, in accordance with the relevant state building regulations, at least two weeks before work is scheduled to commence and shall provide the same when work commences.
- 24.3 The site manager / specialist engineer and the site foreman must be proficient in the German language, both spoken and written. The Contractor's responsible

site manager or the Contractor's site foreman who is responsible for the construction site must be present on the construction site at all times during normal working hours. They must be contactable by telephone outside of normal working hours.

- 24.4 The Client is entitled to demand replacement of individual members of the technical supervisory team or other workers that the Contractor employs if there is due cause for this. Due cause shall exist in particular if the worker has repeatedly proven to be professionally unsuitable vis-à-vis the Client or the local site manager.
- 24.5 At the Client's request, the Contractor undertakes to provide evidence that it is meeting its ongoing obligations vis-à-vis social insurance institutions, the Employers' Liability Insurance Association and tax authorities by submitting appropriate income threshold and clearance certificates.
- 24.6 The Contractor is obligated to keep a daily site journal for and about the services that it is to provide and to submit this to the Client or its authorised representative on a weekly basis. The daily reports in the site journal must contain all the information that is relevant to performance of the contract and invoicing, e.g. performance status, construction progress, weather, number and type of employees working on the construction site, number and scope of large machines used, start and end of larger-scale measures, acceptances, interruptions to working time stating the reasons, accidents, official orders and other particular incidents.
- 24.7 The Contractor shall operate systems that require operation and/or monitoring under its own responsibility until acceptance.

25. Changes to services

- 25.1 The Contractor shall perform services that are not agreed in the contract, result from a change during performance of work or are an additional service at the Contractor's or its site-supervising architects' request. The Client shall inform the Contractor in good time of any special requests / changes to services, and the Contractor shall submit a verifiable quote to the Client in writing within one week, presenting and indicating the duration of the work performance, the impact on the performance deadlines (start, intermediate and final completion dates), the construction process and pricing, as well as disclosing any quotes from third parties. Work performance may only commence once the Client has approved the supplementary / modified service in writing.
- 25.2 The right to a modified price or additional remuneration must, in any case, be announced before the construction work commences.
- 25.3 The additional prices are to be determined based on the original calculation and the actual additional and reduced costs, as well as any surcharges. The Client

may require the Contractor to provide its original calculation for the construction project to the Client in a sealed envelope during order placement.

- 25.4 At the Client's written instruction, the Contractor is obligated to perform the services even without a remuneration agreement. The Contractor may only refuse to perform the services in the case of modification to the agreed work result if the Contractor performance is unreasonable for the Contractor. In all other cases, the Contractor shall have no right to refuse performance in the case of changes to services.

26. Acceptance

- 26.1 All of the Contractor's services must be formally accepted. Acceptance by use, constructive acceptance, or implied acceptance is excluded. This shall also apply to any acceptance of defect remediation work. Section 640 (2) of the BGB is excluded. There is no entitlement to partial acceptance. The fulfilment of owed partial successes does not constitute partial acceptance and has no impact on acceptance.
- 26.2 The Contractor shall give written notice of completion of the contractual services, adhering to a notice period of 4 (four) weeks. Acceptance shall take place within 6 (six) weeks of completion of all of the Contractor's services in accordance with these general contractual terms and the contract for construction services and the remediation of material defects.
- 26.3 The Client shall prepare a dated acceptance report on the acceptance that records the Parties' findings and declarations, as well as all defects and remaining work (= list of defects) and the completion deadline. Unilateral and/or disputed findings or declarations shall be indicated accordingly. It shall be noted in the report whether the contractual services are accepted or not. The acceptance report shall be signed by both Parties at least electronically. A simple digital signature is sufficient.
- 26.4 The Client is entitled to refuse acceptance if the services exhibit material defects.
- 26.5 Acceptance shall be preceded by commissioning, a test run and performance tests by the Contractor. The tests to verify compliance with the performance requirements or special quality requirements as defined by the respective individual contract shall be carried out in consultation with the Client as part of the test run, provided that this is not impaired as a result. Evidence not provided during the test run can be provided within two weeks of completion of the test run.
- 26.6 Until successful acceptance, the management and implementation of and responsibility for commissioning, the test run and verification of performance data and special quality requirements shall lie with the Contractor. Until such time that successful formal acceptance takes place, ownership, risk and full responsibility for

both the equipment and operation also lie with the Contractor.

- 26.7 The prerequisites for successful acceptance include successful completion of a test run. Once the Contractor has completed the services in full, it shall notify the Client in writing. Acceptance through conclusive conduct is excluded, particularly through the mere use or commissioning of such services under the works contract or economic use in the context of the test run. The third sentence of Section 640 (1) of the BGB shall remain unaffected. This provision shall not apply to such contracts where acceptance is excluded for factual and technical reasons.
- 26.8 A written report of the acceptance test shall be prepared and signed by both Parties.
- 26.9 For the functionality and performance of technical equipment and any necessary machinery, the full functionality and performance of which can only be checked after commissioning, additional acceptance shall be carried out in each case as follow-up acceptance. Agreement concerning such follow-up acceptance does not otherwise prevent acceptance in other respects. However, the burden of proof for freedom from defects shall remain with the Contractor until the respective follow-up acceptance for the functionality and performance of the technical equipment and machinery. The other effects of acceptance shall come about on acceptance. Follow-up acceptance to determine the functionality and performance of the charging stations shall only be carried out once the charging stations have been operational for an entire winter (1 October to 30 April).
- 27. Service requirements and the Client's rights arising from defects**
- 27.1 The Contractor guarantees that its services and the services provided by any third parties or vicarious agents it engages have the contractually assured properties, comply with the other provisions set out both in the contract and recognised engineering practices and are not affected by defects that cancel or reduce the value or suitability for the ordinary use or the use assumed under the contract for construction services. The Contractor must accept responsibility for the negligence of its employees and any of its subcontractors' employees as if it were its own negligence. All subcontractors are the Contractor's vicarious agents as defined by Section 278 of the BGB.
- 27.2 The Contractor's liability for defects is governed by the statutory provisions. The warranty periods are five years and three months after legal acceptance of the work that the Contractor owes.
- 27.3 The Contractor is obligated to remedy defects during the construction period immediately after becoming aware of them, at the latest after being requested to do so by the Client or its authorised representative. After

receiving a notification of defects, the Contractor shall immediately commence remediation of defects without delay and inform the Client of the nature in which the defects are to be remedied.

- 27.4 The Contractor hereby assigns to the Client, which hereby accepts the assignment, any claims for defects that the Contractor has against downstream contractors or subcontractors that it engaged, subject to the following conditions precedent, each of which is separate and suspensive:
- The Contractor's warranty has expired and subcontractor's warranty continues.
 - Insolvency proceedings have been instituted against the Contractor's assets and collective bankruptcy proceedings have been instituted against its total property.
 - The Contractor shall be deemed to be in default when reported defects are remedied after an adequate grace period.
 - However, the agreement with the downstream contractors or subcontractors shall not affect the Contractor's own warranty obligation.
- 27.5 The Client is entitled to assign its claims – in particular those due to defects – to third parties, but shall, in any case, remain entitled to assert these rights itself against the Contractor, whereby double claims against the Contractor shall be excluded or ruled out.

C. Special terms and conditions for IT services

28. Scope

- 28.1 The provisions set out in Section C supplement the provisions set out in Section A for all contractual relationships entered into between the Client and the Contractor that relate to IT services.
- 28.2 IT services include the following in particular:
- 28.2.1 Provision of software / hardware;
 - 28.2.2 Programming services under works contracts (for standard and custom software);
 - 28.2.3 Development of work results;
 - 28.2.4 Cloud services;
 - 28.2.5 Maintenance and support services for software / hardware;
 - 28.2.6 Other IT services
- 28.3 The term 'standard software' refers to software or software systems that the Client can lease or purchase as ready-made products and that the Contractor has developed for a large number of clients. The term 'custom software' refers to software or a software system that has been developed and/or adapted specifically for the Client's requirements and needs and can only be used by the Client.

- 28.4 Work results as defined by this Part D refer to all performance results or performance objects that the Contractor creates as part of the fulfilment of its contractual obligations or in connection therewith, or that are related to its service for the Client during the term of the contract. Work results particularly include the following: software, databases, object and source codes, documentation in all forms, inventions, logos and marketing material. Also included are websites, layouts, graphics, frontends, backends, user interfaces, features, concepts, studies and analyses.
- 28.5 Section 536b of the BGB shall not apply in the case of temporary provision of software and/or temporary use of software (e.g. SaaS). The transfer of risk shall take place when the leased software is handed over or access to the software is granted.

29. Rights

- 29.1 All rights to individually created work results – such as software developments for the Client (including custom software) – accrue exclusively to the Client. As the holder of these rights, the Client has the exclusive right, but not the obligation, to apply for intellectual property rights to work results.
- 29.2 Insofar as a transfer of rights to custom software or work results is not possible for legal reasons, the Contractor shall grant the Client exclusive, freely transferable and freely sub-licensable rights of use for all types of use (including unknown types of use) that are unrestricted in terms of territory, subject matter and time. This includes the following in particular:
- 29.2.1 The right to make work results available by means of telecommunication facilities, using mobile devices or using mobile applications for on-demand access, for download and for reproduction, the social media right and the right to make the work results accessible to the public, in each case regardless of the type of transfer channel or form of transfer. They shall apply to access by all conceivable terminal devices;
- 29.2.2 The multimedia right – i.e. the right to reproduce and distribute the performance results on analogue, digital and other data, audiovisual and/or sound carriers of all kinds for the purpose of non-public reproduction (in particular sale, leasing and lending). This right encompasses all storage media;
- 29.2.3 The right to make alterations, adaptations or other transformations, to use the work results in the original or in an altered, translated, edited or redesigned form on any medium and to have them used by third parties;
- 29.2.4 The right to distribution or sale either for payment or free of charge over all sales channels, including as downloads over the internet or as a mobile app;
- 29.2.5 The right to permanent or temporary reproduction, either in whole or in part, by any means and in any

form, in particular for loading, running, permanent or temporary storage on electronic or 17 electromagnetic or other storage media, such as hard drives, RAM, DVD, memory cards, etc.;

- 29.2.6 The advertising rights – i.e. the right to use the work results for advertising purposes. Unless agreed otherwise on a case-by-case basis, the Contractor shall waive the right to be named as the author in the software or in other work results. Following consultation with the Client, the Contractor may be named in the documentation in the manner customary in the data processing sector with a surname and one letter of a first name.
- 29.3 The Contractor shall ensure that its employees, its executives and third parties that the Contractor engages for the service provision (subcontractors) grant the Client rights to the same extent as set out in the above sections. The same shall apply in the case of any use / engagement of the Contractor's subcontractors and/or suppliers. Where applicable, the Contractor is obligated to label the delivered work results such that the Client can recognise which parts of the software were developed specifically for the Client, which parts form part of the standard software and which parts are or contain open-source components. Object and source codes for custom software created for the Client shall be handed over to the Client together with the code keys and complete and factually correct documentation. The handover of the software's object and source codes as standard software itself is excluded. The Contractor shall grant the same rights of use to delivered or implemented / integrated standard software and/or standard software used, shared or provided through service provision as a non-exclusive right of use that can be transferred to affiliated companies as defined by Sections 15 et seq. of the German Stock Corporation Act. The granting of rights shall remain unaffected by the termination of the contract (for whatever reason) and shall continue to apply indefinitely and without restriction beyond such termination, unless the contract contains other provisions regarding the term. The Client may generally install software on several devices and have several people use it at the same time, unless agreed otherwise.
- 29.4 The Client accepts the transfer of rights or the granting of rights of use on conclusion of the contract.
- 29.5 The aforementioned transfers or granting of rights to work results are compensated for by payment of the agreed remuneration.
- ## 30. The Contractor's obligations
- 30.1 IT services shall be provided according to the state of the art at the time the contract is concluded and by personnel who are qualified to provide the contractual services.

- 30.2 The Contractor shall always hand software over to the Client together with its associated user documentation, regardless of whether the software is custom or standard software. The user documentation shall be designed such that the average user can use the software without the Contractor's support, and that an IT specialist is able to install the software and ensure operation of the software.
- 30.3 For custom software, the Contractor shall also provide the Client with programming documentation and the development tools required for processing the custom software.
- 30.4 The Contractor shall ensure that the software does not contain any functionalities that make it possible to weaken, circumvent or switch off security functions and that were not made known to the Client in writing prior to handover. It shall further ensure that the hardware and software do not enable unauthorised third parties to gain access to the Client's systems or data without the latter's consent.
- 30.5 The Contractor shall ensure that the software complies with the statutory provisions. In particular, if the Contractor uses the software for clients, it must be ensured that the software has the technical prerequisites necessary for the Client to meet its obligations vis-à-vis its customers. One example of this is the German Accessibility Improvement Act.
- 31. Handover, functional test and acceptance of custom software**
- 31.1 Prior to handing over the custom software to the Client, the Contractor shall thoroughly verify that the services meet all contractually stipulated requirements, particularly the agreed-upon functionalities. If the Client's involvement is necessary for this, the Contractor shall inform the Client to this effect in good time.
- 31.2 The custom software shall be handed over to the Client at the contractually agreed time after implementation for the purpose of carrying out a functional test. A report in text form that records the performance of the functional test and its result shall be prepared. The report shall be signed by the Contractor and the employee appointed by the Client.
- 31.3 If no material defects are found during the functional test, the Client shall be obligated to declare acceptance. The Contractor shall then carry out the briefing at the contractually agreed time. Both the acceptance and the completed briefing shall be confirmed in text form in accordance with the above provision.
- 31.4 If the functional test reveals significant functional impairments or complaints (defects, in particular those of defect classes 1 and 2 according to Annex 1), the Client shall be entitled to refuse acceptance. In this case, the Contractor is obligated to remedy the defects without delay, but at the latest within a reasonable period of time. This shall be followed by a new functional test. If this is successful, (28.3) shall apply accordingly.
- 31.5 If the functional test needs to be postponed for reasons attributable to the Contractor, and if this postponement is longer than seven calendar days, the Client shall be entitled to demand a contractual penalty of 0.5% of the total remuneration per calendar day or part thereof of the delay, up to a maximum of 5% of the net order value. The Client reserves the right to prove higher damages. The contractual penalty shall be offset against any higher claim for damages. The Contractor reserves the right to prove that no damage at all or only substantially less damage was incurred. If a contractual penalty has been incurred, the Client shall be entitled to offset this against the amount indicated on the final invoice.

Pfalzwerke Group

Annex Information Security



Information Security

The following “**general obligations**” regarding information security must always be adhered to by the contractor for all services provided—regardless of whether they are expressly included in the specific contract. If individual obligations apply exclusively to IT operations or IT system development services, this is stated in the relevant sections below.

General Obligations regarding Information Security (Generally Applicable)

The contractor is obliged to comply with the following information security requirements and to obligate or instruct its employees and subcontractors accordingly. In this context, “information security” refers not only to the technical processing of information via IT systems but expressly includes any procedural or organizational processing of information, including outside of IT-based procedures.

- (1) The contractor shall regularly review information systems within its area of responsibility used in the provision of contractual services for compliance with the agreed information security requirements.
- (2) The contractor shall take the agreed information security requirements into account when acquiring new information systems or improving existing systems used for providing the contractual services.
- (3) The contractor shall inform the client without delay about any security incidents that could negatively affect the information security of contractual services, coordinate handling of such incidents with the client, and provide the client in a timely and appropriate manner with all necessary and, where available, additionally requested information to enable the client to fulfil its legal reporting obligations.
- (4) The contractor shall respect the information classifications provided by the client (as defined below) and ensure that such information is handled in accordance with the client’s specifications within the contractor’s internal processes.
- (5) The contractor shall ensure that only its employees and those of its subcontractors who are directly involved in the provision of the contractual services have access to the client’s information.
- (6) If the contractor uses subcontractors for parts of the service, it shall ensure and monitor their compliance with the information security requirements of the relevant contracts.
- (7) The contractor shall bind its employees in such a way that any confidentiality obligations arising from the contract remain valid beyond the termination of the contract, the employee’s involvement in the service, or the end of the employee’s employment.
- (8) In addition to the contractor’s own monitoring of the agreed information security measures, the client is entitled to conduct external audits of these measures relating to the contractual services. The contractor is obliged to cooperate. Audits must be announced at least 30 working days in advance.

General Obligations for Information Security (IT Operations and Development Services)

If the contractor provides IT operations or development services, the following additional obligations apply—regardless of whether they are explicitly included in the specific contract:

- (9) The contractor shall implement appropriate detection, prevention, and recovery measures against malware for all tools and systems under its responsibility, including adequate staff training.
- (10) The installation of software on IT systems used in contractual services and within the contractor's area of responsibility shall only take place following a formal internal process.
- (11) The contractor shall adequately secure all information required to provide the contractual services and protect against adverse impacts on information security.
- (12) The contractor shall review and evaluate all changes to information systems used in the provision of contractual services before going live, in order to avoid negative impacts on information security.
- (13) All contractual specifications regarding secure system development from both the client and contractor shall apply throughout the entire development lifecycle (e.g., separate development, testing, and production environments; secure handling of test data; component testing; formal commissioning and decommissioning; source code management, etc.). Required security features shall be evaluated during development. The provision, operation, and use of any required development and test environment shall be governed by the respective individual contract or project agreement.
- (14) The contractor shall restrict access to any source code it develops for programs related to the contractual services within its responsibility and in accordance with applicable legal provisions.

Classification and Handling of Information

To ensure proper protection, the client classifies information into the following categories:

- Public
- Internal
- Confidential

The information owner within the client organization is responsible for the correct classification.

General Provisions

Information classified as “internal” or higher must only be transmitted or stored on mobile data carriers (e.g., USB drives) in encrypted form. Secure encryption methods compliant with the latest state of the art (e.g., BSI TR-02102) must be used. Exceptions require the client's explicit approval. When transporting data between locations, such media must always be encrypted.

Public Information

Information marked as “public” may be freely shared with third parties. No special disposal requirements apply.

Internal Information

Internal information may be accessed by all employees belonging to the client organization. Disclosure to third parties is only permitted with the prior explicit approval of the responsible contact person at the client’s side and provided that appropriate confidentiality agreements have been made with the external party. The transfer of internal information for the purpose of fulfilling the contract is permitted to the extent that this is implicitly agreed in the contract. If information has not yet been classified, it shall generally be treated as internal information. Documents or data carriers containing internal information must not be left visible and accessible to unauthorized persons on desks and must be locked in a cabinet at the end of the working day. If documents are displayed in a room (e.g., on walls) and cannot be stored away without considerable effort, the room must be locked. Internal information is subject to specific disposal requirements. Paper-based documents must be destroyed using a shredder that meets at least security level 2¹. Rewritable data carriers containing internal information must be deleted before disposal. This requirement does not apply to encrypted data carriers. Non-rewritable data carriers must be physically destroyed (e.g., shredded).

Confidential Information

Confidential information is subject to special protection within the company. Data classified as confidential is, by default, exclusively accessible to the information owner (the client), who explicitly decides on the storage location, permitted usage, and authorized user group. Disclosure of confidential information to third parties is only permitted if a non-disclosure agreement has been concluded and the prior consent of the information owner has been obtained. Documents and data carriers containing confidential information must not be left visible and accessible to unauthorized persons on desks and must be locked in a cabinet when leaving the workstation for an extended period, such as during meetings, lunch breaks, or at the end of the working day. If documents are displayed in a room (e.g., on walls) and cannot be stored away without considerable effort, the room must be locked. The electronic exchange of confidential information via public networks or its storage on publicly accessible systems must always be encrypted. State-of-the-art encryption methods (e.g., BSI TR-02102) must be used. The contractor is responsible for implementing the necessary measures within its own area of responsibility. Sending emails containing confidential information or documents is only permitted in encrypted form using agreed-upon methods (e.g., S/MIME). Emails with confidential content must be clearly marked as such. However, the subject line must not indicate the classification; instead, the first line of the message body must include the label “Confidential” (e.g., “Classification: Confidential”). Confidential information is also subject to specific disposal requirements. Paper-based documents must be destroyed using a shredder that meets at least security level 3². Rewritable data carriers containing confidential information must be overwritten at least once using a bit pattern. Alternatively, physical destruction of the media is permitted. This requirement does not apply to encrypted data carriers. Non-rewritable data carriers must be mechanically destroyed (e.g., shredded).

¹ In accordance with DIN 66399

² In accordance with DIN 66399