

GE VERNOVA GRID SOLUTIONS BUSINESS

TERMS OF PURCHASE REV. C - GERMANY AND AUSTRIA (ENGLISH)

1. SCOPE AND INCLUSION

1.1 These General Terms and Conditions of Purchase ("GTCP"), as well as the provisions contained therein and in the respective orders, including the explicitly included files, documents, and other materials (in particular order documents ("Purchase Order" or "PO"), specifications, and drawings) (hereinafter collectively referred to as: "**Contract**") apply to all business relationships between the respective ordering company of the General Electric Company (hereinafter: "**Buyer**") and its business partners and Suppliers (hereinafter: "**Suppliers**") for the purchase and delivery of goods, commodities or other materials and movable objects as well as services of any kind (hereinafter: "**Deliverables**").

1.2 These GTCP shall apply in their respective version as a framework agreement also for future contracts on the sale and delivery of Deliverables, without the Buyer having to refer to them in each individual case.

1.3 **These GTCP apply exclusively. Conditions of the Supplier that are contrary to or deviate from these GTCP or from statutory provisions ("Supplier's GTC") are not recognized by the Buyer, unless the Buyer has expressly agreed in writing to the validity of differing Supplier's GTC. This also applies if the Buyer does not expressly object or accepts the delivery knowing the Supplier's GTC without reservation.**

1.4 Insofar as the Buyer refers to offers or offer descriptions of the Supplier in an order, this reference does not constitute recognition of the Supplier's GTC or any provisions deviating from these GTCP in the respective offer or offer description.

1.5 References to the applicability of statutory provisions are for clarification purposes only. Without such clarification, the statutory provisions apply insofar as they are not directly modified or expressly excluded in these GTCP or the Contract.

1.6 Orders from the Buyer are binding at the earliest with written submission or confirmation. The Supplier must point out obvious errors (e.g., typographical and calculation errors) and incompleteness in the order including the order documents to the Buyer for correction or completion before acceptance; otherwise, the Contract is considered not concluded.

1.7 The Supplier is required to confirm orders from the Buyer in writing within a period of 2 weeks (acceptance). The receipt of the order confirmation by the Buyer is decisive for timely acceptance. A late order confirmation is considered a new offer and requires acceptance by the Buyer.

1.8 These GTCP apply only to entrepreneurs within the meaning of §§ 14, 310 para. 1 of the German Civil Code (BGB).

2. PRICES, PAYMENT TERMS, AND DELIVERY QUANTITIES

2.1 *Prices*

2.1.1 The price stated in the offer is binding. All prices are inclusive of (a) statutory value-added tax, if it is not separately stated, and (b) all other taxes and fees that arise or become due concerning Deliverables acquired under this Contract, unless the respective taxes and fees are reimbursable for the Buyer; in this case, the respective tax or fee must be separately shown on the Supplier's invoice according to legal regulations.

2.1.2 Neither party is responsible for the other party's corporate tax or for the income tax of the personnel or subcontractors of the other party. If the Buyer is legally required to withhold taxes for which the Supplier is responsible, the Buyer deducts these taxes from the payment to the Supplier and issues the Supplier a valid tax receipt. If the Supplier is exempt from tax or entitled to exemption, the Supplier must provide the Buyer with a valid tax certificate or other required official documents at least thirty (30) days before the payment due date.

2.1.3 Unless otherwise agreed in individual cases, the price includes all ancillary services of the Supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., proper packaging, transportation costs including any transport and liability insurance as well as wage and labor costs). The Supplier must take back packaging material at the Buyer's request.

2.1.4 The Supplier undertakes to ensure that the prices and conditions for the goods or services acquired by the Buyer are not higher than the prices and conditions that the Supplier grants or offers to third parties for comparable goods. The Supplier will promptly inform the Buyer of price reductions or improvements in conditions for comparable goods or services, and the parties will promptly make the corresponding adjustments.

2.2 *Payments*

2.2.1 Terms of payment

a) The agreed price is due for payment within thirty (30) days of receipt of a proper invoice in the Buyer's recording system or, if delivery or performance has not yet been made at the time of invoice receipt, 30 days after receipt of delivery and performance as noted in the Buyer's recording system ("**Due Date**"). In the event that the Buyer and Supplier have agreed on an acceptance process of no more than 30 days, payment is due within 30 days after acceptance of delivery and/or performance.

2.2.2 **Early Payment**

The Buyer may offer supply chain finance programs with financial institutions (including banks) to the Supplier, if available ("**Supply Chain Finance Programs**"). Under the supply chain finance programs, the Buyer is entitled to deduct a payment discount at the rate agreed with the financial institution ("**daily discount rate**") from the amount due on the invoice for each day the payment is made before the Due Date. If the Due Date falls on a weekend or holiday, the next business day is generally considered the Due Date, and the Buyer calculates the daily discount rate for each day the payment is made before that day. As far as this affects payments already made to the Supplier under this order, the daily discount rate to be offset is subject to the Supplier's consent. Alternatively, the Buyer may agree to a lump sum discount for early payment (the "**Lump Sum Discount**") to make payment on a specific day before the Due Date (the "**Lump Sum Discount Date**"). The lump sum discount corresponds to the daily discount rate for each day between the Lump Sum Discount Date and the Due Date. If the Lump Sum Discount Date falls on a weekend or holiday, the Buyer makes the payment on the next business day after deducting the lump sum discount. Payment discounts are also permissible when the Buyer offsets or withholds payments in a reasonable amount due to defects and, to the extent permitted by law, even if legal provisions require payment before the payment date.

2.2.3 **Payment Consolidation**

a) The Buyer may choose to consolidate all open invoices, whose due dates range from the sixteenth day of one month to the fifteenth day of the following month, and make payment for these invoices on the third day of the subsequent month (each of these payment dates is referred to as a "**monthly payment day**").

b) Alternatively, instead of the aforementioned procedure, the Buyer may consolidate all open invoices quarterly as follows: (i) Invoices with due dates from the fourth of November to the twentieth of February will be paid on the third of January; (ii) Invoices with due dates from the twenty-first of February to the thirtieth of May will be paid on the third of April; (iii) Invoices with due dates from the thirty-first of May to the thirtieth of August will be paid on the third of July; and (iv) Invoices with due dates from the thirty-first of August to the third of November will be paid on the third of September (each of these payment dates is referred to as a "**quarterly payment day**").

The payment consolidation procedure results in some invoices being paid earlier or later than their original due dates. If a monthly or quarterly payment day falls on a day that is not a business day, the next business day applies. Furthermore, the Supplier agrees that the Buyer may adjust the payment dates by up to five (5) additional business days upon prior written notice, and the payment dates agreed upon by the procedure will be deemed new due dates.

Payment consolidation is permissible even if the Buyer offsets or withholds payments in a reasonable amount due to defects and, to the extent permitted by law, also if legal provisions require payment before the payment day.

2.2.4 **Miscellaneous**

c) The Buyer does not owe maturity interest (§ 353 of the Commercial Code (HGB)). The Supplier's right to claim default interest remains unaffected. The statutory provisions apply to the Buyer's default. In any case, written notice by the Supplier is required for a reminder.

d) Payments by the Buyer do not constitute recognition of the goods as contractually compliant.

e) Invoices must be submitted no later than 120 days after receipt of delivery or complete performance of the service. All invoices, order confirmations, and delivery documents must specify the order number, item number, quantity delivered, and the Buyer's, customer's, or third party's delivery address. If the Buyer has supplied goods and/or services to the Supplier for the manufacture of the goods and/or services of the order, these must be listed separately in the invoice (e.g., goods under retention of title, consignment goods, tools, or technologies commonly referred to as "support" for import/customs purposes). Each invoice must also include reference information about the delivered consignment goods and any discounts, credits, or refunds granted relating to the base price that determined the invoice price. Invoice duplicates must be marked as duplicates.

f) The Buyer is entitled to reject late, incorrect, or incomplete invoices and delivery documents. If a legitimate rejection results in a delay in processing by the Buyer in the normal course of business, the payment deadlines specified in Clause 2.2.1 are extended by the duration of the delay.

g) The Supplier assures that they are authorized to receive payments in the currency specified on the respective order. Unless otherwise agreed in individual cases, the Buyer does not owe any additional fees or costs of any kind regarding payment terms.

h) The Buyer has offsetting and withholding rights as well as the defense of non-performance of the Contract to the extent provided by law. In particular, the Buyer is entitled to withhold due payments as long as claims against the Supplier for incomplete or defective performance exist.

i) The Supplier has a right of set-off or retention only for legally established or undisputed counterclaims.

j) For the occurrence of the Buyer's default in acceptance, the statutory provisions apply. The Supplier must explicitly offer their performance to the Buyer even if a specific or determinable calendar time is agreed upon for an action or cooperation of the Buyer (e.g., provision of materials).

k) If the Buyer defaults in acceptance, the Supplier may, according to statutory provisions, demand compensation for their additional expenses (§ 304 of the German Civil Code (BGB)). If the Contract concerns an individually manufactured, unique item (custom production), the Supplier has further rights only if the Buyer has committed to cooperation and the failure to cooperate is attributable to the Buyer.

2.3 **Quantities**

2.3.1 **General information**

a) The Buyer is not obligated to accept minimum quantities unless otherwise agreed upon in writing, particularly in the order or order release, or in another approval by the Buyer.

b) Unless otherwise agreed upon in writing in individual cases, the Supplier will not incur significant obligations regarding quantity or take production measures beyond the quantity agreed upon with the Buyer in the respective order or order release, and/or take such measures before the time they are necessary for timely delivery to the Buyer. Any non-observance shall be solely at the expense of the Supplier.

c) The Buyer may return premature, excess, or deficient deliveries at the Supplier's expense (including all costs for storage and handling) at the Supplier's risk.

2.3.2 **Spare Parts**

- a. Unless otherwise agreed upon in writing, the Supplier is obliged to provide spare parts for all deliverables ordered by the Buyer for a period of 20 years after the discontinuation of production of the respective deliverables to the extent permitted by law, but in any case for the period of the ordinary useful life of the deliverables ("**spare parts period**"). With the Buyer's written consent, the Supplier is entitled to deliver an alternative spare part if it has the same form, fit, and function as the original spare part. The Supplier will continue to supply spare parts even after the expiration of the spare parts period if the Buyer has ordered at least 20 spare parts per year during the respective spare parts period.
- b. During the first two years of the spare parts period ("**two-year period**"), the Supplier is not entitled to charge higher prices for spare parts than the series prices valid at the time of production discontinuation. Maintenance costs for spare parts do not apply during the two-year period.
- c. After the expiration of the two-year period, the parties will mutually agree on the prices for spare parts based on the Supplier's actual production costs for the spare parts plus any special costs for packaging.
- d. Unless otherwise agreed upon between the parties in advance in individual cases, the Buyer is not obligated to place minimum spare part orders or accept minimum spare part quantities.
- e. The Supplier will continue to maintain in proper and functional condition all tools owned by them necessary for the production of spare parts, even after the expiration of the spare parts period, and will not sell, dispose of, or otherwise dispose of these tools without prior contact with the Buyer, coupled with a right of first refusal for the respective tool.
- f. If the Supplier plans to discontinue the production of a spare part after the spare parts period, they will notify the Buyer one year in advance and thereby grant the Buyer the opportunity for a final purchase.

3. **DELIVERY AND TITLE PASSAGE**

3.1 **Delivery**

- 3.1.1 The delivery time specified in the order (delivery date or period) is binding.
- 3.1.2 Unless otherwise agreed upon in writing, partial, excess, or deficient deliveries as well as premature deliveries are not permitted.
- 3.1.3 The Supplier is obligated to promptly inform the Buyer in writing if circumstances arise or become apparent indicating that the delivery time cannot be met.
- 3.1.4 In case of delivery delays, the Buyer retains all statutory claims, including the right to rescind the Contract and to claim damages instead of performance after the fruitless expiry of a reasonable grace period. The provisions in Clause 3.1.5 remain unaffected.
- 3.1.5 In case of delivery delays, the Buyer is entitled, without further notice, to claim lump-sum damages amounting to one point five percent (1.5%) of the total order value for each commenced week of delay, but not exceeding ten percent (10%) of the total order value. The Buyer is entitled to claim lump-sum damages in addition to performance. If the Buyer accepts the delayed performance, they must assert the lump-sum damages no later than with the final payment. Further claims and rights are expressly reserved to the Buyer.
- 3.1.6 Unless otherwise agreed upon in writing in the respective orders, all deliveries shall be made *Free Carrier* ("**FCA**") from the Supplier's premises.
- 3.1.7 Deliverables supplied directly to the Buyer's customers or to another location according to the customer's instructions, and which are either (a) not to be exported or (b) to be exported from the United States of America, shall be delivered *Ex Works* ("**EXW**") from the Supplier's premises.
- 3.1.8 The Buyer is entitled to specify details regarding the transportation of the deliverables to the Supplier and to provide corresponding instructions. Failure to comply with these instructions obliges the Supplier to bear all applicable delivery costs. Further claims and rights of the Buyer are reserved.
- 3.1.9 Title to the deliverables shall pass from Supplier to Buyer at the same point that risk of loss transfers from Supplier to Buyer per the applicable Incoterm.

4. **BUYER'S PROPERTY**

- 4.1 All tangible and intangible assets provided by the Buyer to the Supplier or for which the Buyer has made payments to the Supplier or which have been produced with the Buyer's intellectual property rights (see Clause 5) as well as all associated and resulting or replacing items of any kind (in particular, things and rights) shall become and remain the property of the Buyer ("**Buyer's Property**"). Buyer's Property includes images, plans, drawings, calculations, execution instructions, product descriptions, software, know-how, intellectual property rights including trademark, patent, and copyright ("**Industrial Property Rights**"), and all other documents, records, and information of any kind.
- 4.2 The Buyer's Property is transferred to the Supplier as seen. The Supplier uses the Buyer's Property at their own risk and at their own expense. Warranty claims of the Supplier regarding the condition of the Buyer's Property, especially due to apparent or hidden defects, are, to the extent permitted by law, excluded. Upon written request, the Supplier must return the Buyer's Property to the Buyer.

The Supplier shall clearly designate and identify the Buyer's Property as such or otherwise make it apparent as the property of the Buyer, and as far as possible, store and safeguard it separately from the Supplier's property.
- 4.4 The Supplier will follow all instructions of the Buyer regarding the storage and handling of the Buyer's Property. The Supplier is not entitled to exchange or replace the Buyer's Property with other property without the prior written consent of the Buyer.
- 4.5 During the use, the Supplier must keep the Buyer's Property free from encumbrances and rights of third parties of any kind and insure it against destruction and loss to the usual extent.
- 4.6 Upon written request, but no later than after the fulfillment of the Contract, the Supplier must return the Buyer's Property to the Buyer in a comparable condition as upon delivery, taking into account normal wear and tear. In the event of loss or depreciation beyond normal wear and tear, the Supplier is liable to compensate the Buyer. The Supplier shall pack the Buyer's Property at their own expense and return it to the Buyer.

4.7 According to Clause 14, all consignment materials or other tools or technologies handed over to the Supplier, which the Supplier has used or employed for the production of the deliverables, must be properly identified in the commercial invoice in a manner suitable for international shipping.

5. INTERLECTUAL PROPERTY

5.1 The Buyer grants the Supplier a simple, non-transferable, and revocable license to the Buyer's Property solely for the purpose of fulfilling the contractual obligation.

5.2. The exclusive intellectual property rights belonging to each party prior to the conclusion of the Contract remain with the respective party. However, all intellectual property rights resulting from or in connection with the use or exploitation of the Buyer's Property by the Supplier (including ideas, inventions, processes, specifications, or documentation) ("**Work Results**"), regardless of whether in the course of contract performance or otherwise, belong to the Buyer.

5.3 The Buyer has the sole right to exploit the Work Results for all known and unknown types of use, including the right to modify, process, transform, reproduce, publish, and distribute them in all media, as well as the right to authorize third parties to carry out such exploitation.

5.4 The Supplier assigns all existing and future exploitation rights relating to the Work Results to the Buyer in advance. If an assignment is not possible due to the specific circumstances of the individual case or due to mandatory legal provisions, the Supplier grants the Buyer a free, worldwide, exclusive, irrevocable, and unlimited license to use the Work Results, including the right to sublicense to an unlimited extent. If such a license grant is also not possible due to the specific circumstances of the individual case or due to mandatory legal provisions, the Supplier waives the present and future rights to these Work Results and agrees to all actions that would otherwise be considered a violation of these rights. If the Supplier is not authorized to grant the license under sentence 2, the Supplier will make every effort to obtain the corresponding rights from the entitled party for the benefit of the Buyer.

5.5 The Supplier is obliged to take all necessary actions and to make all necessary declarations for the assignment and transfer of usage rights and for the granting of intellectual property rights to the Buyer. The Supplier waives, to the extent permitted by law, the right to be named as the author.

If the Supplier designs, constructs, or manufactures goods for third parties for sale without the written consent of the Buyer, which essentially correspond to the deliverables designed or manufactured for the Buyer, or which are suitable for the exchange or repair of the Buyer's goods ("**Third-Party Goods**"), the Buyer is entitled to demand from the Supplier clear evidence and the submission of a (if necessary, penalty) declaration that neither the Supplier nor its employees, contractors, or commercial agents or companies associated with the Supplier within the meaning of § 15 of the Stock Corporation Act (AktG) have used Buyer's Property, in whole or in part, directly or indirectly, to design, construct, or manufacture Third-Party Goods.

5.7 The granting, assignment, and transfer of all protective, usage, and exploitation rights to the Buyer is deemed to be compensated with partial/payment for the respective order. There are no further claims by the Supplier. The termination or expiration of the order for any reason whatsoever shall not affect the rights and licenses granted by the Supplier to the Buyer under this Clause 5.

5.8 Embedded Software: The Supplier grants the Buyer, its customers, and all other users a non-exclusive, worldwide, irrevocable, perpetual, free right to use so-called embedded software, i.e., software that is necessary for the functioning of the deliverables and is supplied as an integral part of the deliverables. The right of use includes in particular the use, loading, installation, execution, demonstration, sale/distribution, testing, resale, sub-licensing and distribution of the embedded software as an integral part of the deliverables.

If the embedded software is third-party software, the supplier must provide the licence required by the purchaser from the third party.

5.9 Open Source Software: The deliverables must not contain freeware, free-to-use software, or open-source software. Open-source software is software distributed as "open-source software" or "freeware" or in any other way publicly, and whose source code is generally accessible to the public under conditions that allow modifications and redistribution of the software and that provide for the obligation, in these cases, (i) to publish or distribute the source code, (ii) to license the software for the purpose of creating derivative works, and/or (iii) to redistribute it free of charge. The same applies to software whose redistribution must be licensed or falls under a copyleft license or one of the following license agreements or distribution models: (i) GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Affero General Public License (AGPL), (ii) the Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) Common Public License, (v) the Sun Community Source License (CSL), (vi) the BSD License, (vii) the Apache License, and/or (viii) other open-source software licenses; and/or (c) if there are other restrictions on claimed patents. "Copyleft licenses" are the GNU General Public Licenses Version 2.0 (GPLv2) or Version 3.0 (GPLv3), Affero General Public License Version 3 (AGPLv3), or any other license whose terms of use provide, in the event of use, modification, distribution, or provision of the licensed software over a network, that the software must be (1) licensed under the original license, (2) the source code must be published or distributed, (3) it must be distributed free of charge, or (4) it is subject to patent restrictions declared by the licensor or distributors.

6. CHANGES

6.1 The Buyer is entitled to unilaterally amend these GTCP to comply with changed legal, regulatory, or contractual requirements, provided that these changes are not substantial.

6.2 Furthermore, the Buyer is entitled to make the following changes at any time within the scope of the respective order:

- a) Amendments to drawings, designs, and specifications
- b) Amendments regarding packaging and shipping methods,
- c) Location and time of delivery,
- d) Nature and extent of the Buyer's property provided,
- e) Quality and quantity of the deliverables, as well as
- f) Nature, scope, or schedule regarding the delivery of the deliverables and/or the services to be provided.

6.3 The Supplier shall only implement the modified requirements after they have been provided to him in writing by the Buyer.

6.4 If amendments to an order lead to an increase or decrease in the costs of the deliverables or a change in the schedule for performance, the parties will agree on a corresponding adjustment of the price and/or schedule for the affected order in writing.

6.5 The Supplier is obliged to claim an adjustment of the price or schedule for the affected order within 30 days of being notified of the amendments. After this period, an adjustment is excluded.

6.6 The Supplier is obliged to inform the Buyer promptly in writing about the following changes:

- a) Amendments to the deliverables, including their specifications or composition,
- b) Amendments in the process or the manufacturing process,
- c) Amendments regarding manufacturing facilities, equipment, and tools as well as changes in location,
- d) Relocation of production or related work to another location, as well as
- e) Amendments regarding subcontractors.

6.7 Corresponding amendments will only become effective and may only be made by the Supplier after the Buyer has given written consent to the respective amendment.

6.8 The Supplier is obliged to document all amendments, especially amendments in requirements communicated by the Buyer, properly and completely, and to prove this to the Buyer upon request.

7. INSPECTIONS / TESTING AND QUALITY

7.1 *Inspections / Examinations:*

7.1.1 The Buyer is entitled at any time to carry out inspections, examinations, and visits (including any test procedures) to verify the performance and quality of the Supplier ("**Inspection Right**") to the extent described below. The Inspection Right exists in particular with respect to:

goods, products, and services related to the items acquired by the Buyer from the Supplier, such as (raw) materials, components, unfinished products, tools, finished products, and other products. Furthermore, with respect to the business books and other documents of the Supplier, provided that they relate to the respective order.

7.1.2 The Inspection Right exists at all locations of the Supplier (including the place of performance and Supplier facilities as well as the place of manufacture) regardless of whether they are facilities of the Supplier or its subcontractors. In this respect, the Supplier is obliged to obtain a corresponding right for the Buyer from its subcontractors within the contractual relationship.

7.1.3 If the respective order provides for specific inspections, tests, or checkpoints in favor of the Buyer or its customers, the deliverables must not be shipped or supplied before approval by an inspector or a written waiver of the inspection/test/checkpoint. However, the Buyer is only entitled to delay the shipment of the deliverables in the event of substantive reasons. The Supplier is obliged to inform the Buyer 20 days before the next scheduled final or interim inspection or test and checkpoint.

7.1.4 The Buyer will inform the Supplier in a timely manner about corresponding inspections and measures. The Buyer is entitled to allow inspections and measures to be carried out by its representatives, including its customers.

7.1.5 If the Supplier is obliged to provide support actions in the exercise of the Inspection Right, it shall do so at no additional cost to the Buyer.

7.1.6 Inspections, tests, and checkpoints carried out by the Buyer or its customers, and in particular defects not detected during these inspections, do not release the Supplier from its obligation to fulfill its contractual obligations within the context of this Contract, and do not constitute a mitigation of liability or exemption of the Supplier from its obligation to perform.

7.2 *Quality*

7.2.1 The Supplier is obliged, upon request of the Buyer, to provide the Buyer with production data ("**Quality Data**") promptly and in real-time in the form, manner, and method requested by the Buyer.

7.2.2 The Supplier is obliged to establish and implement an inspection, test, and process control system to monitor all deliverables manufactured for the Buyer or delivered to it ("**Supplier Quality System**") that complies with the quality requirements and guidelines of the Buyer or its customers, including all quality requirements separately listed in the respective order or otherwise agreed upon in writing between the parties ("**Quality Requirements**").

7.2.3 Any acceptance of the Supplier Quality System by the Buyer does not release the Supplier from its obligation to fulfill the Contract and/or does not constitute a mitigation of liability or exemption of the Supplier from its obligation to perform in this regard.

7.2.4 If the Supplier Quality System does not meet the quality requirements of the Buyer, the Buyer is entitled to request further evidence and measures from the Supplier at the Supplier's expense, which are necessary to meet the quality requirements of the Buyer.

7.2.5 The Supplier is obliged to retain and make available to the Buyer and its customers the complete documentation relating to the Supplier Quality System, including all test and examination data, for the longest of the following periods: (a) 3 (three) years after the completion of this order; (b) for the period specified in the specifications of this order; or (c) the period required by applicable laws. If the Supplier is not the manufacturer of the deliverables, the Supplier must certify the traceability of the deliverables to the original equipment manufacturer in a conformity certificate. Should the Supplier be unable to certify the traceability of the deliverables, the Supplier is not entitled to deliver these deliverables to the Buyer without its written consent. Any review or approval of drawings by the Buyer is to be considered as non-binding information for the Supplier, but this does not release the Supplier from its obligation to fulfill all requirements of this order.

7.3 *Product Recall:*

7.3.1 To the extent that an authority or governmental entity responsible for a product recall of the deliverables informs the Buyer or Supplier in writing, or to the extent that the Buyer or the Supplier has reason to believe that the deliverables:

- a) pose potential safety risks or create or cause hazardous situations, including the risk of serious injury or death,
- b) contain a defect, deficiency, or other quality impairments,

- c) do not comply with legal or other applicable regulations and standards, and
- d) to the extent that it appears advisable or necessary to recall and/or repair the affected deliverables for these reasons,
the Supplier and the Buyer will immediately inform each other of this circumstance and the underlying facts and circumstances.

7.3.2 The Buyer is entitled to decide whether a recall of the affected deliverables ("**Recall Action**") is appropriate, unless a recall is unavoidable due to a corresponding notification from the competent authority or governmental entity.

7.3.3 To the extent that a recall action is required by legal regulations or to the extent that the Buyer or the Supplier decides that a recall action is appropriate, the Supplier will promptly submit a plan containing all necessary measures for a recall or repair of the deliverables ("**Corrective Action Plan**"). The Supplier will give the Buyer the opportunity to review the Corrective Action Plans before their implementation.

7.3.4 The Buyer and Supplier will ensure that the Corrective Action Plan is appropriate and acceptable for both parties. Under no circumstances shall the failure to agree on a Corrective Action Plan between the Buyer and Supplier delay the timely notification of a potential safety risk to users of the deliverables or cause one or both parties to act unlawfully. In the event of such a situation, the Buyer has the right to create the Corrective Action Plan itself. Furthermore, the Buyer is obliged to support the Supplier to an appropriate extent with regard to all corrective actions as well as any related transmission of information and evidence to the competent authorities and governmental entities. Regardless of this, the Buyer is at all times entitled to carry out any necessary corrective actions and any necessary transmissions to the competent authorities and governmental entities itself. In this case, the Supplier is obliged to cooperate with the Buyer accordingly and to provide full support.

7.3.5 To the extent that it is established that the recall action was caused by a defect for which the Supplier is responsible, the Supplier is fully liable to the Buyer for damages, which include the costs for the following measures: (i) Investigation and/or examination of the affected deliverables; (ii) Notification of the Buyer's customers; (iii) Repair, or if repair of the deliverables is not possible, repurchase or replacement of the recalled deliverables; (iv) Packaging and shipping of the recalled deliverables; and (v) Notification of the media. Within the scope of its liability for damages according to Clause 7.3.4, the Supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 of the German Civil Code (BGB) or §§ 830, 840, 426 BGB that arise from or in connection with a recall carried out by the Buyer. Other legal claims remain unaffected in any case.

7.3.6 Each party will consult the other party before communications regarding potential safety concerns of the affected deliverables are disclosed to the public, media, or authorities and governmental entities. This consultation obligation does not exist, however, if prior consultation would prevent timely notification in accordance with legal provisions.

7.4 *Serial Defects*

Should the same defect or conformity deviation reappear during the warranty period as per Clause 8, due to design, manufacturing, or supply problems, in a substantially similar manner or affecting twenty percent (20%) or more of a part or component from the same manufacturer or Supplier, the Buyer may, at the expense of the Supplier, investigate the cause of the defect or conformity deviation or engage a third party to determine whether such a defect or deviation is due to the same cause ("**Serial Defect**"). The Buyer will provide the Supplier with a report containing the results of the examination. In the event that the Buyer's report determines the presence of a serial defect, the Supplier will repair or replace the defective or non-conforming performance in accordance with the provisions agreed upon in Clause 8. Regarding other parts, components, or services of the same kind where the defect has not yet manifested, the Buyer may request the Supplier to replace them proactively. If replacement is not possible or practicable, the warranty period for the parts, components, and services affected by the serial defect shall be extended for an additional twenty-four (24) months after the expiration of the original warranty period.

7.5 *Quality Administrative Fee*

In the event that the Supplier provides goods and/or services that deviate from the requirements, specifications, or other contractual commitments of the Buyer contrary to §§ 433 para. 1 and 434 of the German Civil Code (BGB), the Buyer is entitled to charge a administrative fee for its additional effort. The Supplier undertakes to pay an administrative fee of up to EUR 600,00 for the cost of processing for each case of non-conforming goods and/or services (the "**Quality Administrative Fee**"). For the avoidance of doubt, Buyer and Supplier agree that such Quality Administration Fee is only intended to compensate Buyer for a portion of its administrative costs due to the defective or non-conforming good or service. However, the administrative fees are capped at a total of five percent (5%) of the respective order value and are paid in EURO (or an equivalent currency) excluding value-added tax. At the sole discretion of the Buyer, the Buyer may offset, deduct, or invoice the processing fee to the Supplier. Further claims and rights are expressly reserved to the Buyer.

8. **LIABILITY FOR DEFECTS**

8.1 For the Buyer's rights in the event of defects in title and defects in the deliverables (including incorrect and short delivery as well as improper assembly or defective assembly, operating or maintenance instructions) and for other breaches of duty by the Supplier, the statutory provisions apply unless otherwise provided below.

8.2 According to the statutory provisions, the Supplier is liable in particular for ensuring that the deliverables are free from defects in title and defects in quality upon the transfer of risk to the Buyer and that they have the agreed quality.

8.3 In particular, agreements on quality include those product descriptions, drawings, specifications, and quality requirements as well as any other descriptions approved or adopted by the Buyer, which, in particular through designation or reference in the order, are the subject of the respective contract or have been incorporated into the Contract in the same way as these GTCP. It is immaterial whether the product description, drawing, specification, or quality requirement comes from the Buyer, the Supplier, the manufacturer, or any other third party.

8.4 Unless otherwise agreed in writing in individual cases, the agreed quality continues to be considered as new, of merchantable quality, not used, not refurbished, or made from refurbished materials, and suitable for use according to the purpose specified in the order.

8.5 Diverging from § 442 para. 1 (2) of the German Civil Code (BGB), the Buyer is entitled to warranty claims even if the Buyer was unaware of the defect at the time of contract conclusion due to gross negligence.

8.6 For the commercial duty to examine and give notice of defects, the statutory provisions apply (§§ 377, 381 of the Commercial Code (HGB)) unless otherwise agreed in writing (e.g., within the framework of quality requirements), with the following provision: The Buyer's duty to examine is limited to defects that become apparent during the Buyer's incoming goods inspection through external examination, including the delivery documents, and during quality control using random sampling (e.g., transport damage, incorrect and short delivery). If an acceptance is agreed upon, there is no obligation to inspection. Otherwise it is important to know how feasible an inspection is under consideration of the

circumstances of the individual case after a proper transaction. The Buyer's duty to give notice of non-conformity for defects discovered later remains unaffected. In all cases, a complaint (notice of defects) is considered immediate and timely if it is received by the Supplier within 5 working days, calculated from the date of entry into the Buyer's system or, in the case of hidden defects, from discovery.

8.7 If the Supplier fails to fulfill its obligation to remedy defects – at the Buyer's choice either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within the reasonable period set by the Buyer, the Buyer may rectify the defect itself and demand reimbursement of the necessary costs and expenses from the Supplier, or request an appropriate advance. If rectification by the Supplier has failed or is unreasonable for the Buyer (e.g., due to urgency, risk to operational safety, or impending disproportionate damage), there is no need to set a deadline; in this case, the Supplier must be promptly, if possible beforehand, notified.

8.8 As part of rectification, the Supplier is also obliged to carry out any necessary inspections of the deliverables and, - if necessary-, to carry out the shipment and exchange of replacement items at its own expense.

8.9 The Supplier is obliged to conduct any tests requested by the Buyer at its own expense as part of rectification, which are necessary to verify the contractual fulfillment by the Supplier in accordance with this Contract.

8.10 Furthermore, the Buyer is entitled to the statutory rights to reduce the purchase price or withdraw from the Contract in the event of a defect in the item or a legal defect. In addition, the Buyer is entitled to damages and reimbursement of expenses according to the statutory provisions.

8.11 If the delivered item pertains to a service or other performance not related to the delivery or manufacture of an item, the Supplier guarantees that the provision of services corresponds in nature and scope to that of an ordinary merchant in accordance with the highest industry-standard practices and procedures.

8.12 By acceptance or by approval of submitted samples or specimens, the Buyer does not waive warranty claims.

8.13 Regarding the limitation periods for warranty claims, the statutory provisions apply unless otherwise specified below.

8.14 Contrary to §§ 438 para. 1 No. 3, 438 para. 2 of the German Civil Code (BGB), the Buyer's warranty claims shall expire:

a) (i) within twenty-four (24) months from the commencement of commercial use of the deliverables and/or services, provided they are not used in a nuclear power plant;

(ii) for deliverables and services used in a nuclear power plant, within thirty-six (36) months from the commencement of commercial use; or

b) within forty-eight (48) months from the delivery of the deliverables or provision of the services plus any delays attributable to the Supplier (in particular delays due to defective items or poor performance), whichever period expires first.

"Commercial Use" in the aforementioned sense refers to the date on which the deliverables are installed and put into operation in the equipment, facility, vessel, plant, or installation for which they are intended and/or when the services are rendered and put into use. For clarity, for deliveries and services for new plants, facilities, or vessels, the date of "Commercial Use" refers to the time when the plant, facility, or vessel has successfully passed all suitability and functional tests (or test runs, if applicable) required by the Buyer's customer.

8.15 Claims for legal defects shall in no case expire as long as the third party can assert the right - particularly due to the absence of expiry - against the Buyer.

8.16 The warranty period for replacement deliverables supplied as part of rectification shall be determined in accordance with the aforementioned provisions, in any case with the provision that either the original warranty period continues to apply or a minimum warranty period of 24 months from the delivery of the replacement deliverables shall apply, whichever is longer.

9. **SUSPENSION**

9.1 The Buyer is entitled at any time to suspend the Contract performance in whole or in part by written notice to the Supplier at its sole discretion and for the duration as it deems appropriate ("**Contract Suspension**"). Upon receipt of such notice, the Supplier is obliged to suspend immediately all work in accordance with the instructions in the notice, ensuring proper and safe handling of all unfinished work results, materials, raw materials, supplies, and equipment.

9.2 Upon request, the Supplier shall promptly provide the Buyer with copies of all outstanding orders and sub-orders for the delivery of materials, raw materials, and supplies, and if necessary, execute and take all actions in accordance with the Buyer's instructions regarding these outstanding orders and sub-orders.

9.3 The Buyer may at any time partially or completely lift the contract suspension by written notice to the Supplier, determining the exact date and scope of resuming contract performance. The Supplier shall resume proper contract performance in accordance with the Buyer's instructions on the specified date.

9.4 Any claims of the Supplier regarding price adjustments due to increased or decreased costs or a change in the time required for the manufacture of the deliverables due to contract suspension shall be determined in accordance with clauses 6.4 and 6.5.

9.5 In the event of delay in contract performance due to mobilization, riot, war, or other circumstances beyond the control of the Supplier (Force Majeure), the contractually agreed-upon deadlines shall be rescheduled taking into account these circumstances, unless the Supplier is already in default at the occurrence of such event. If the deliveries and services of the Supplier are no longer of interest to the Buyer due to such delays, the Buyer is entitled to terminate the Contract or parts of the Contract.

10. **TERMINATION**

10.1 **Ordinary Termination**

10.1.1 The Buyer may terminate the Contract in whole or in part at any time with a notice period of 30 days by written notice to the Supplier.

10.1.2 Upon effective termination, the parties shall mutually agree on a settlement regarding the reasonable costs incurred by the Supplier as a direct result of such termination. Any claim for costs is excluded unless the Supplier asserts them within 30 days after receiving the termination notice from the Buyer.

10.2 *Extraordinary Termination*

10.2.1 The Buyer may terminate this Contract in whole or in part for good cause and without observing a notice period if, considering all circumstances in the individual case and weighing the interests of both parties, continuation of the contractual relationship cannot be reasonably expected from the Buyer. A good cause is usually present, in particular, when:

- a) the Supplier fails to fulfill its obligation to perform within the specified time,
- b) the Supplier fails to make suitable progress in fulfilling the Contract, and this, in the reasonable judgment of the Buyer and taking into account the mutual interests of the parties, seriously jeopardizes the fulfillment of the Contract as a whole, or

10.2.2 The termination shall only become effective if the Supplier does not remedy or eliminate the impediment to performance or the breach of contract within 10 days of receiving a corresponding warning. This does not apply to termination by the Buyer due to violations of clauses 14, 15, or 16 by the Supplier. Termination based on this shall be effective upon receipt by the Supplier.

10.2.3 Upon effective termination, the Buyer is entitled to source the items affected by the termination from third parties at reasonable terms and at the expense of the Supplier.

10.2.4 In any case, the Supplier shall continue to fulfill the Contract with regard to those items not covered by the termination.

10.2.5 The right to terminate without notice by the Buyer does not exist if the reason for termination is beyond the control of the Supplier, the Supplier is not responsible for the reason for termination for other reasons, and the resulting delay does not exceed 60 days.

10.2.6 At its discretion, the Buyer may choose to extend the delivery schedule instead of termination or waive any claims for inadequate performance by the Supplier. In this case, the Supplier shall compensate the Buyer for all damages, expenses, and costs incurred as a result of the extension or waiver.

10.2.7 In case of difficulties in fulfilling the Contract, especially in complying with the provisions of the respective order or delivery schedule, the Supplier shall promptly inform the Buyer in writing.

10.2.8 If the Supplier is unable to adhere to the agreed delivery schedule, the Buyer is entitled to demand the fastest possible delivery at the expense of the Supplier, regardless of the mode of transport. In this case, the Supplier is obliged to provide an advance payment for any delivery costs incurred.

10.3 *Termination Due to Insolvency*

10.3.1 At its discretion, the Buyer is entitled to terminate the Contract without notice or to withdraw from the Contract if the Supplier ceases its regular business operations or payments, applies for insolvency proceedings or a comparable legal process, or such proceedings are initiated or refused due to lack of assets.

10.3.2 The Buyer is only obliged to accept such items for delivery that have been completed, delivered, and accepted by the Buyer within a reasonable period after termination by the Buyer.

10.4 *Supplier's Obligations in Case of Termination*

10.4.1 Unless otherwise agreed in individual cases or the Buyer has issued different instructions to the Supplier, the Supplier, following termination:

- a) shall immediately cease all work in accordance with the Buyer's instructions,
- b) shall not issue any further subcontracts or enter into contracts for the purchase of (raw) materials, services, or equipment, unless necessary with regard to the items not covered by the termination,
- c) shall terminate all subcontracts relating exclusively to items covered by the termination,
- d) shall hand over all work results (including unfinished products) as well as all drafts, drawings, specifications, documents, and necessary documentation related to the work results to the Buyer; and
- e) return or destroy all Confidential Information as set forth in Section 15(d).

11. **INDEMNIFICATION AND INSURANCE**

11.1 *Indemnification*

11.1.1 Unless otherwise agreed in individual cases, the Supplier shall be liable to the Buyer (including its affiliated companies) for all damages in accordance with the provisions of this Contract and applicable law.

11.1.2 The Supplier is obliged to indemnify the Buyer against any claims of third parties of any kind attributable to an act or omission of the Supplier. This does not apply if the claims are solely attributable to the gross negligence of the Buyer.

11.1.3 The Supplier is obligated to conclude a comparable liability agreement with its subcontractors, which must not significantly disadvantage the Supplier compared to the Buyer under these terms and conditions in relation to the subcontractor.

11.2 *Insurance*

For the duration of contract performance and for a period of 6 years from delivery of the goods or fulfillment of all obligations under this Contract, the Supplier is obligated to maintain insurance with reputable and solvent insurers at its own expense, including but not limited to: Best rating of A- VII or S&P A or comparable ratings, if this rating classification is not valid in the countries, the rating agency must be licensed in the countries in which the goods are sold and/or the services are provided:

- a) general liability insurance/environmental liability insurance with a coverage amount of at least EUR 5 million per occurrence for (i) personal and property damage, (ii) product liability damage

- b) In the case of services, the Supplier must provide professional liability insurance with a minimum coverage amount of EUR 5 million per occurrence.
- c) If software or firmware is part of the Contract, the Supplier must provide professional liability insurance including financial loss liability insurance with a coverage amount of EUR 5 million per occurrence, covering all deliveries and services, particularly providing coverage against violations of information system security, data protection regulations, and patent infringements,
- d) Automobile liability insurance for vehicles used in connection with contract performance, with a blanket coverage amount of at least EUR 7.5 million per occurrence,
- e) Property insurance for the replacement of all assets owned by the Buyer and in the possession, control, custody, or care of the Supplier, or otherwise used by the Supplier in connection with contract performance. The Supplier shall ensure that the Buyer can assert a claim directly with the insurer.
- f) Employer's liability insurance with a coverage amount of at least EUR 2 million per occurrence, and membership in the respective employers' liability insurance association, insuring the Supplier against claims under the applicable occupational safety laws.

All insurance policies mentioned in this clause 11.2 must be structured so that:

- a) coverage is provided without additional conditions and applies in the case of mutual liability,

liability insurances are based on the causation principle. If a liability insurance is based on the claims made principle, the Supplier must demonstrate continuous insurance coverage from the date of order of delivery and performance for an additional period of 3 years for this Contract, starting from the termination/expiry and/or completion of contract performance.

- b) no deductible or excess is agreed upon,
- c) the Buyer and the entities affiliated with it under §§ 15 et seq. of the Stock Corporation Act (AktG) as well as their organs, managing directors, other representatives, and employees ("GE Parties") are designated as additional beneficiaries or payment beneficiaries in case of loss from the named insurances and
- d) a waiver of recourse in favor of the GE Parties is provided against all damages and losses covered by the insurances named in this Clause 11.2.

If an insurance policy provides for the payment of a deductible or excess, or if the Buyer is held liable for a deductible or excess, this shall always be borne by the Supplier, or the Buyer may demand corresponding compensation or reimbursement from the Supplier.

The Supplier will provide the Buyer with the insurance policies or certificates upon request to demonstrate compliance with the provisions outlined in this Clause 11.2.

The Buyer is not obligated to verify that the insurance meets the aforementioned requirements regarding insurance policies and corresponding coverage.

If the Buyer accepts an insurance certificate despite the non-fulfillment of the aforementioned requirements, this does not constitute a tacit waiver of the Supplier's obligation to obtain and maintain the specified insurance coverage.

The required minimum insurance coverage amounts may be obtained through separate contracts, bundled insurance contracts, or internationally through a so-called "master cover" agreement.

If the Supplier fails to obtain or maintain the required insurances, the Buyer will be indemnified against any third-party claims arising from the non-obtaining/non-maintenance of the insurances.

12. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL

12.1 The Supplier is not authorized to assign its claims arising from the contractual relationship with the Buyer to third parties. This does not apply to monetary claims.

12.2 A change in shareholders of the Supplier, whereby a third party (i.e., not an entity affiliated with the Supplier within the meaning of § 15 of the Stock Corporation Act (AktG)) acquires a majority of the shares of the Supplier or otherwise exercises control over or dominates the Supplier, shall also be considered an assignment.

12.3 Without the prior consent of the Buyer, the Supplier shall not transfer its contractual obligations to subcontractors. If the Buyer grants its consent, the Supplier shall ensure that the subcontractor is obligated to comply with the obligations under this Contract.

12.4 The Supplier shall inform the Buyer of any subcontractors it engages:

- a) holding parts or components in their facilities that bear the Buyer's logo or trademark, or are responsible for affixing these marks on the deliverables or parts and components thereof, and/or
- b) from whom the Buyer directly or indirectly sources 50% or more of the production volume from one location.

12.5 Without the prior consent of the Buyer, the Supplier shall not dispose of any assets or facilities necessary for the performance of its contractual obligations.

12.6 Unless otherwise agreed in writing, the Supplier shall obtain a written confirmation from its subcontractors, affirming their compliance with the Buyer's *Integrity Guide* for Suppliers, Contractors, and Consultants, as well as all legal requirements (including any trade customs) regarding unfair or unlawful payments and gifts in business transactions, and shall allow inspections of their facilities by the Buyer or its authorized representatives from time to time upon the Buyer's request.

12.7 The Buyer is entitled at any time to assign this Contract and the rights and obligations contained therein in whole or in part to third parties, as well as to its affiliated companies.

13. COMPLIANCE WITH GE POLICIES

The Supplier must adhere to and comply with the current GE *Integrity Guide* for Suppliers, Contractors, Consortium Partners, and Consultants. The Integrity Guide can be accessed at the following web address (along with training on such Guide) at: <https://www.governova.com/suppliers/integrity>

14. COMPLIANCE WITH LAWS

14.1 *General*

14.1.1 The Supplier is obligated to comply with and adhere to the following requirements within the scope of fulfilling its contractual obligations under this Contract at all times:

- a) all applicable legal regulations, including primary and secondary EU/EC community law, as well as all national and international, governmental, local, state, customary, or other laws, directives, regulations, agreements, or conventions, and any corresponding additional protocols, and
- b) all industry-specific standards, including the application of a standard of care that can typically be expected from an experienced Supplier in the same industry and under comparable circumstances.

14.2 *Environment, Health and Safety*

14.2.1 General

The Supplier is obligated to take all necessary measures and precautions to protect health, safety, and the environment, including measures and precautions at the workplace and during transport. The Supplier shall ensure, through appropriate measures and requirements, that its subcontractors comply with and implement the provisions in this Clause 14 accordingly.

14.2.2 Material Content and Labelling

- a) The Supplier warrants that any chemical substance or hazardous substance contained in or on the deliverables or other goods delivered to the Buyer can be used and transported in accordance with all applicable legal regulations and other requirements, and that they are properly packaged, labeled, documented, shipped, and/or registered.
- b) The Supplier warrants that the deliverables or other goods delivered to the Buyer do not contain any of the following substances:
 - i. chemical or hazardous substances that are prohibited or restricted under the provisions of the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, restrictions of the European Union regarding hazardous substances and REACH regulations, and other comparable chemical regulations. In addition, unless expressly agreed in writing by Buyer or required by Buyer's engineering drawings or specifications, Supplier warrants that all goods Supplier provides under this Contract regardless of country of final use, do not contain any per- and polyfluoroalkyl substances ("PFAS").
 - ii. Upon request of the Buyer, the Supplier shall provide the Buyer with safety data sheets, chemical composition (including quantities of any substances), manufacturing, mixing, alloying, or goods of this order and any other relevant information and data.
 - iii. Hazardous substances, for the purposes of this order, are all substances or materials regulated in accordance with applicable legal regulations and other requirements because they may have an impact on safety, health, or the environment.
- c) The restrictions listed in this Clause 14.2.2 do not apply to the extent that the Buyer has granted the Supplier express approval in writing for the use of a specific chemical or hazardous substance in the deliverables or goods to be delivered to the Buyer.

Subcontractor Flow-downs for U.S. Government Commercial Items Contracts If the goods and/or services purchased by the Buyer from the Supplier are intended for an end customer of the U.S. government or a customer financed wholly or partly by the U.S. government, then Supplier agrees as follows: (a) it will provide only goods and/or services that meet the definition of "commercial-off-the shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") Subpart 2.101; (b) the following additional terms in the "*US Government Flowdown Provisions GE Vernova Government Acquisition of Commercial Items Appendix (Oct-21-21)*" which is available at: <https://www.governova.com/suppliers/policies#GeneralPolicies> shall apply to this Contract; and (c) it has not been declared ineligible to contract with the U.S. Government. The Supplier confirms that it has reviewed the Appendix and agrees to fulfill the conditions to the extent applicable.

14.3 *Import and Export Compliance*

14.3.1 General

Supplier covenants that it is knowledgeable regarding all applicable export, export control, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. b) The Supplier shall promptly notify the Buyer if, during the performance of services under this Contract, it is excluded or restricted from trading in any way by order of an authority or governmental entity, or if it receives a notification of intended restriction or exclusion.

c) If the Supplier is excluded or restricted from trading by order of an authority or governmental entity, the Buyer is entitled to terminate this Contract with immediate effect for cause, without incurring any further obligations or liability towards the Supplier.

14.4.2 Trade Restrictions

- a) The Supplier shall not, within the framework of applicable legal regulations, supply deliverables or other goods to the Buyer that were directly or indirectly sourced from:
 - i. a government of a country classified as a state supporter of terrorism ("**Supporting State**") according to the applicable EU regulations or the corresponding provisions of the US Department of State or the US Department of the Treasury, or
 - ii. a company established, formed, or otherwise established in a Supporting State or controlled wholly or partly by the government or a citizen of a Supporting State, regardless of where this company is actually headquartered or operates.

Furthermore, the Buyer is entitled to temporarily or permanently restrict or suspend its business activities in certain jurisdictions, regions, areas, or countries ("**Restricted Areas**") upon corresponding notification to the Supplier. The Supplier is obliged, within the framework of legal regulations, not to supply deliverables to the Buyer that the Buyer has directly or indirectly sourced from Restricted Areas (embargo).

14.4.3 **Trade Remedy Laws**

Deliveries from the Supplier to the Buyer must not result in the imposition of anti-dumping or punitive tariffs on the Buyer or the customer of the Buyer. Supplier warrants that it is not currently engaged in sales at less than fair value or dumping as defined by the World Trade Organization Agreement on Implementation of Article VI and is not receiving any otherwise prohibited government subsidies as defined by the World Trade Organization Agreement on Subsidies and Countervailing Measures. In the event that any jurisdiction imposes: (i) antidumping or countervailing duties or tariffs on goods subject to this Order, (ii) any duties or tariffs pursuant to a safeguards action as defined by the WTO Agreement on Safeguards or (iii) any other trade remedy on goods subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

14.4.4 **Shipping/Documentation Requirements**

For each transport, the Supplier shall provide the following:

- (i) a packing list containing all the information listed below in Clause 18,
- (ii) a commercial or pro forma invoice, and
- (iii) all safety-related information required for the import of the deliverables.

The commercial or pro forma invoice must contain: Contact names and telephone numbers of representatives of the Buyer and Supplier familiar with the transaction; the Buyer's order number; order items; item number; version number (in the case of a framework contract/blanket order); a detailed description of the goods; quantity; unit purchase price in the agreed currency; the Incoterms used in the execution; the named place of delivery; and both (1) the country of origin and (2) the tariff code of the country of dispatch, as determined by customs laws; the applicable national export control numbers; and whether the deliverables fall under US export regulations, ECCN or ITAR classifications.

14.4.5 **Country of Origin/Preferential Trade Agreement/ Duty Drawback**

Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin, such that Buyer can rely on any origin declarations to determine eligibility for preferential duty under free trade agreements.

If deliverables are delivered to a destination country that maintains a preferential trade agreement or customs union agreement ("Trade Agreement") with the Supplier's country of origin or where the deliverables may receive preferential treatment, the Supplier will cooperate with the Buyer to determine the suitability of the deliverables for potential preferential treatment and/or special programs in favor of the Buyer in accordance with the provisions of the Trade Agreement and provide the Buyer with the necessary documents, including the certificate of origin and proof of origin for the specific customs program or trade agreement, to enable the Buyer to import the deliverables into the destination country duty-free or at a reduced rate.

If the Supplier is the importer for all deliverables delivered under this Contract, including any individual parts thereof, the Supplier shall, upon request by the Buyer, provide the Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback.

The Supplier shall fully compensate the Buyer for damages arising from missing or improper documentation and evidence provided by the Supplier. The Supplier shall promptly inform the Buyer of any obvious documentation errors and/or changes regarding the origin of the deliverables.

15. **CONFIDENTIALITY/DATA PROTECTION AND PUBLICITY**

15.1 **Confidentiality.**

(a) "**Confidential Information**" within the meaning of this order shall include: (i) the terms of this order; (ii) all information and documents provided by the Buyer to the Supplier, including the Buyer's property; (iii) all information derived from the Buyer's property by the Supplier's personnel; and iv) all intellectual property rights of the Buyer (as defined in Clause 5).

(b) The Supplier must treat Confidential Information strictly confidentially and take all necessary measures to maintain confidentiality, in particular limiting any reproduction of Confidential Information to the minimum necessary extent and using the Confidential Information solely for the purpose of performing and fulfilling the Contract hereunder.

(c) The restrictions under this Clause 15 do not apply to information that,

- (i) at the time of disclosure, was lawfully in the possession of the Supplier and not otherwise protected by a confidentiality agreement,
- (ii) at the time of its disclosure, was already publicly known or accessible to the Supplier, or becomes publicly known or accessible after disclosure, without resulting from a breach of this agreement by the Supplier,
- (iii) the Supplier obtains from third parties without a confidentiality agreement, provided that such information is not subject to a confidentiality agreement with the Buyer,
- (iv) was independently created by the Supplier without reference to the Buyer's Confidential Information, provided that the Supplier is able to demonstrate such independent creation of the information through written documentation.

(d) Within 30 days after the Supplier has fulfilled its obligations under the respective order or if this Contract is terminated, and unless prohibited by legal or professional obligations to retain, the Supplier shall return to or destroy all confidential information and any copies and records thereof in its possession (confirming the destruction to the Buyer in writing).

(e) All knowledge and information disclosed or to be disclosed by the Supplier to the Buyer, relating to the deliverables (unless it is Buyer-owned), shall not be considered the Supplier's confidential information and shall belong to the Buyer without any restrictions (except for claims for infringement of intellectual property rights). Without prejudice to any copyright, the Buyer is entitled to copy, modify, and publish this information at its discretion.

(f) If the Supplier is required to disclose confidential information due to legal or judicial obligations, the disclosure shall only be made to the extent necessary to comply with the obligation. The Buyer shall be promptly informed of the disclosure requirement so that it can take action against it or restrict the disclosure.

15.2 Data Protection

The Supplier is obliged to take appropriate technical and organizational measures to protect personal data processed by the Supplier in connection with the performance of its contractual obligations to ensure the protection and confidentiality of this data. This includes in particular: (a) preventing and avoiding accidental, unauthorized, or unlawful destruction, alteration, publication, or loss of data; and (b) preventing unauthorized access to the data.

The Supplier will promptly inform the Buyer of any breach of data security if it affects the Buyer's data.

The Supplier will process personal data only in accordance with the provisions in the *GE Vernova Privacy and Data Protection Appendix* section, which can be accessed at <https://www.gevernova.com/suppliers/policies#PrivacyDataProtectionTerms>.

If the Supplier's activities relating to this Contract includes the processing of personal data of citizens of European Union ("EU") on behalf of the Buyer, and such personal data will be transferred out of the European Economic Area ("EEA"), then the Supplier agrees that the Standard Contractual Clauses for data transfers between EU and non-EU countries referred to at [Standard Contractual Clauses \(SCC\) - European Commission \(europa.eu\)](#) ("SCC") shall apply to this Contract. If the Supplier's activities relating to this Contract includes the processing of personal data of citizens of the United Kingdom (UK) on behalf of the Buyer, and such personal data will be transferred out of the UK, then the Supplier agrees that the International Data Transfer Agreement and Addendum shall apply to this Contract. Supplier acknowledges that it has reviewed the SCC and IDTA and agrees to comply with such clauses if applicable.

"**Breach of data security**" in this context refers to any event that has actually or potentially compromised data integrity and data security, as well as any circumstance that makes the realization of this risk likely, in particular unauthorized access to the data.

The Supplier will provide the Buyer with detailed information about the underlying facts and circumstances of the security breach and provide the Buyer with a detailed description of the security breach, including: (a) the nature of the data affected; (b) the identity of the individuals affected by the breach; and (c) any other information that the Buyer may need or request to assess the security breach, depending on the circumstances of the case, as soon as this information is actually available or available to the Supplier.

The Supplier is obliged to investigate the security breach promptly and at its own expense and to take all measures and precautions that are suitable and necessary to contain the effects of the security breach, prevent any consequential damage, and initiate any recovery measures necessary to remedy the impact of the security breach.

The Supplier will consult the Buyer and obtain its approval before making disclosures regarding possible security breaches to the public, media, or authorities and government agencies. However, this does not apply if prior consultation would prevent timely notification in accordance with legal provisions.

Unless otherwise agreed in individual cases, the Supplier will immediately cease processing the Buyer's personal data from the effective date of termination or termination of this Contract, regardless of the cause or reasons for termination, unless further processing is necessary for the performance of the Contract.

If the Supplier transfers personal data of its employees to the Buyer for the purpose of fulfilling its contractual obligations or for other reasons, -such as name, address, telephone number, and email address, the Supplier shall comply with the relevant legal requirements and ensure that necessary consents of the data subjects are obtained before processing and transferring the data. Where necessary, the Supplier shall cooperate with the competent data protection authorities and make the necessary notifications and submissions.

The Buyer shall not transfer the personal data transmitted to it to third parties (except affiliated companies) or its contractors unless the transfer is in the legitimate interest of the Buyer, particularly for the purpose of fulfilling its contractual obligations.

The Buyer will, in this context, take appropriate technical and organisational measures to protect the Supplier's personal data in accordance with the relevant legal provisions.

15.3 Publicity

Without prior written consent from the Buyer, the Supplier shall not make any announcements or take or release photographs (unless required for the Supplier's internal manufacturing and production processes), and furthermore, shall not disclose any information related to the order and this Contract or regarding its business relationship with the Buyer or its affiliated companies to third parties, unless required by the applicable legal provisions. Without prior written consent from the Buyer or any of the companies associated with it under § 15 of the Stock Corporation Act (AktG), the Supplier shall (a) not use the name, brand, trademark, or imitation thereof of the Buyer and the companies associated with it for advertising, public relations, or otherwise (the same applies to the names of executives and employees with them); or (b) directly or indirectly disclose that any deliverables or services provided by the Supplier were approved or recommended by the Buyer or the companies associated with it.

16. INTELLECTUAL PROPERTY INDEMNIFICATION

16.1 The Supplier ensures that, in connection with the deliverables, -including all components thereof, as well as the devices and processes necessarily related to their use, -no intellectual property rights of third parties (including any operational and business secrets) are violated in countries of the European Union, North America, or other countries where the Supplier manufactures or has the products manufactured.

16.2 If the Buyer or its customers are claimed by a third party for infringement of intellectual property rights, the Supplier is obliged to indemnify the Buyer upon first written request from these claims, unless (i) the respective deliverables were manufactured in all respects in accordance with the Buyer's instructions and (ii) the Supplier could not have known or recognized, despite exercising due care, that compliance with the instructions would lead to an infringement of the intellectual property rights of a third party.

16.3 The Buyer will promptly notify the Supplier of the assertion of such claims and grant the Supplier the necessary authority and support required for the Supplier's defense against the claim, with the costs incurred by the Buyer being borne by the Supplier.

16.4 Without prior consent of the Buyer, the Supplier is not entitled to enter into any agreements of any kind with the third party, in particular to conclude a settlement. The Buyer may only refuse its consent for important reasons.

16.5 If the use of the deliverables, -including all components thereof, as well as the devices and processes necessarily related to their use, is judicially prohibited to the Buyer, the Supplier is obliged, at its own expense and at the Buyer's choice, either to obtain the right to use these deliverables for the Buyer or to provide the Buyer with a comparable deliverable that does not infringe the third party's intellectual property rights or to remove and/or block the infringement of intellectual property rights, and to refund the Buyer the purchase price. In any case, the Supplier is responsible for the associated costs and expenses. The Supplier agrees to make commercially reasonable efforts to obtain indemnification from its direct or indirect Suppliers, who provide deliverables and/or services for this order, for the infringement of intellectual property rights, in accordance with the provisions made herein.

17. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY

17.1 Business Continuity Planning

The Supplier is obliged, at its own expense, to establish, implement, and continuously review and revise guidelines for business continuity planning ("BCP") that meet the requirements of the Buyer and are designed to ensure that the Supplier itself is capable of providing the deliverables and/or services to be provided under this order in the event of a disaster or other triggering event for the BCP. The BCP must be made available to the Buyer upon request and must consider at least the following:

(a) storage and recovery of files and records; (b) availability of resources in case of recovery; (c) an appropriate continuity plan to have sufficient staff available in the event of a disruptive event to provide the goods and services; (d) emergency response instructions that can be activated in case of emergency; (e) instructions regarding potential disruptions in the Supplier's supply chains; (f) a defined process to notify the Buyer in case of a BCP situation within two (2) business days; and (g) training for the Supplier's employees responsible for monitoring and maintaining the continuity documents.

The Supplier must maintain the BCP and test it at least once a year or whenever there are material changes in Supplier's operations, risks or business practices. Upon Buyer's written and reasonable request, the Supplier must provide a summary of the test results and a report on remedial measures (including timing for implementation) of deficiencies identified through the test.

Upon request by the Buyer, and with reasonable advance notice without unduly impacting the Supplier's operations, the Supplier must allow the Buyer and its designated representatives the opportunity to speak with individuals in the Supplier's operation who are familiar with the BCP in detail.

17.2 Supply Chain Security

Supplier shall implement and maintain a written security program that consists of physical and procedural controls: to (a) prevent unauthorized access to Supplier's facilities; (b) prevent finished goods or equipment from being tampered with, stolen or damaged prior to Supplier's delivery in accordance with the terms of this Contract; and (c) detect when malicious activity has occurred (the "**Supply Chain Security Program**"). Supplier's Supply Chain Security Program shall align to the World Customs Organization's SAFE Framework of Standards to Secure and Facilitate Global Trade ("**SAFE Framework**") or other global security programs recognized by the World Customs Organization. Supplier shall flow down and verify the requirements of its Supply Chain Security Program to its sub-tier suppliers, if applicable. Supplier shall test its Supply Chain Security Program at least annually or whenever there are material changes in Supplier's operations, risks or business practices. Upon Buyer's written and reasonable request, Supplier shall provide Buyer with: (i) a copy of Supplier's Supply Chain Security Program; (ii) an executive summary of test results and a report of corrective actions (including the timing for implementation) to be taken to remedy any deficiencies identified by such testing; and (iii) any audit results or findings resulting from Supplier's periodic audit or testing of its sub-tier suppliers' security programs.

17.3 C-TPAT

Any Supplier providing goods under this Contract where the final destination of such goods is the U.S. agrees that it: (a) is certified under C-TPAT; (b) is certified under an Authorized Economic Operator program that is mutually recognized by C-TPAT (a "**Mutually Recognized AEO**"); or (c) has developed and implemented or shall develop and implement within sixty (60) days of acceptance of this Contract supply chain security procedures compliant with C-TPAT or a Mutually Recognized AEO. Any Supplier providing goods under this Contract where the final destination of such goods is the outside of the U.S. agrees that it is either: (i) certified under a government-approved supply chain security program (such as an AEO program or similar program); or (ii) has developed and implemented or shall develop and implement within sixty (60) days of acceptance of this Contract adequate supply chain security procedures as determined by Buyer in its sole discretion. If Buyer does not consider Supplier's supply chain security procedures to be adequate, Buyer may require Supplier to implement measures to improve its supply chain security program. Upon Buyer's written request and with reasonable advance notice, Supplier shall give Buyer and its designated agents access to Supplier's records and facilities for the purpose of verifying and auditing Supplier's compliance with C-TPAT, a Mutually Recognized AEO or other government-approved supply chain security program. Supplier agrees to notify Buyer of any event that has resulted in or threatens the loss of Supplier's C-TPAT, Mutually Recognized AEO or applicable government-approved supply chain security program certification (if it has such certification) or alternatively jeopardizes Buyer's C-TPAT certification.

18. PACKING, PRESERVATION, AND MARKING

18.1 All deliverables to be supplied must be packaged in a proper and suitable manner, taking into account the specific characteristics of the deliverables. The packaging must particularly ensure protection of the packed deliverables from damage during transportation and, moreover, be suitable for ensuring the integrity of the items until delivery to the destination. The current general Supplier Requirements of the Buyer regarding marking, packaging, preservation, and shipping must be observed. These can be accessed on the internet at the following address: <https://www.governova.com/suppliers/policies>

18.2 In addition, upon Buyer's request, Supplier shall comply with Master Tracking Application ("**MTA**"), located at <https://www.governova.com/suppliers/policies>, regarding exchange of documents, issuance of materials lists, equipment follow up ("**EFU**"), MTA-Pre-notices for shipment, packing lists, latest package details, creation of labels with quick response ("**QR**") codes and affixing such QR codes on goods, equipment and packages. MTA shall also apply to inspections and tests time schedule ("**ITTS**").

18.3 The Supplier will carry out the respective specifications and drawings, particularly in accordance with the respective order, and in the absence of specific requirements, in the manner of a prudent merchant, taking into account the aforementioned provisions and relevant legal regulations.

19. GOVERNING LAW

For all legal relationships between the Buyer and the Supplier, only the law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 1, 1980.

20. DISPUTE RESOLUTION

In the event of disputes arising from or in connection with this order, the parties agree to resolve them through mediation in accordance with the rules of the International Chamber of Commerce (the "**ICC Mediation Rules**"), without prejudice to a party's right to seek interim relief from a court of competent jurisdiction at any time.

20.2 If a dispute is not resolved within thirty (30) days from the submission of the mediation request or within any other period agreed upon in writing by the parties in accordance with the ICC Mediation Rules, the dispute shall be finally settled exclusively under the arbitration rules of the International Chamber of Commerce (the "**ICC Arbitration Rules**") by one or three arbitrators appointed in accordance with these ICC Arbitration Rules.

20.3 The place of arbitration shall be Berlin for Buyers based in Germany and Vienna for Buyers based in Austria. The proceedings shall be conducted in English.

20.4 The arbitration award shall be final and binding on both the Buyer and the Supplier. Therefore, the parties waive the right to appeal to a court to seek a review of the arbitration award.

21. ELECTRONIC COMMERCE

21.1 The Supplier is obliged to participate in current and future electronic commerce applications and initiatives of the Buyer.

21.2 For messages exchanged electronically between the parties within the scope of this order, they shall be treated as if they had been exchanged and signed in writing between the parties. In the case of expression as original business documents, the expression shall be deemed to have been made in accordance with the applicable legal provisions.

21.3 In particular, the parties expressly waive all objections and defenses regarding the validity, effectiveness, and enforceability of the Electronic Documents against each other, especially if the corresponding Electronic Documents are to be introduced as evidence in contentious or judicial proceedings between the parties, and the parties shall at all times treat each other in such a manner and be treated accordingly in that regard, so that the Electronic Documents comply with all legal or other requirements for original business documents.

21.4 If one of the parties attaches a name or other clear identifier to an Electronic Document, the name or other identifier replaces the respective party's signature.

21.5 Otherwise, the probative value of the Electronic Documents shall be determined according to the statutory provisions.

22. INDEPENDENT CONTRACTORS/ADDITIONAL RELATED PROVISIONS

22.1 Independent Entities

The legal relationship between the Buyer and the Supplier is that of two independent contractors. This order shall not be construed to create a merger or any other relationship as employer and employee between the Buyer and the Supplier and the Supplier's personnel. The Buyer does not exercise control, directly or indirectly, over the employment terms of the Supplier's employees.

22.2 Background Checks

To the extent permitted by law and after obtaining appropriate written consents from the Supplier's personnel, the Supplier shall conduct reliability checks through an authorized background check agency, in accordance with the *GE Vernova Background Checking Guidelines* located at: <https://www.governova.com/suppliers/policies>. These reliability checks shall be conducted before (a) assigning Supplier personnel to the Buyer's premises, site, or construction site to perform services there (for clarification: assignment does not refer to regular presence or visits at the Buyer's premises); (b) granting Supplier personnel access to the Buyer's network; (c) assigning duties to Supplier personnel directly related to the safe operation or security of the Buyer's facility and which, if improperly performed, pose a serious risk to the environment, health, or safety; or (d) assigning Supplier personnel to a Buyer site designated as security-sensitive as a whole, although the tasks assigned to the personnel would not be considered security-sensitive in another environment.

23. CYBERSECURITY

Supplier agrees that all goods supplied under this Contract that include executable binary code shall comply with the *GE Vernova Third Party Cyber Security Requirements*, which may be updated or modified by Buyer from time to time and located at: <https://www.governova.com/suppliers/policies#GeneralPolicies>. The goods supplied under this Contract shall at least have the functionality to support at minimum the Security Level ("SL") requirements under SL3 of IEC 62443-3-3 standards. In the event that the goods fail to fully comply with the requirements set forth in this Section 23 then Supplier shall inform the Buyer about risk assessment and mitigation actions taken according to IEC 62443-3-2. Supplier shall be liable to Buyer for any damages, costs and expenses incurred in connection with such failure to comply with the requirements set forth in this Section 23. (For the purpose of this Section 23 "IEC" means: International Electrotechnical Commission).

24. FINAL PROVISIONS

24.1 This Contract contains all agreements between the parties regarding the subject matter of this Contract and supersedes any prior or contemporaneous agreement relating to the same subject matter, whether in written or oral form. No collateral agreements exist.

24.2 All agreements made between the Buyer and the Supplier for the execution of this Contract are set forth in writing herein. Notwithstanding the provisions in Section 0, legally relevant declarations and notifications that the Supplier is required to make to the Buyer after the conclusion of the Contract (e.g., setting deadlines, reminders, declaration of rescission, etc.) shall require written form to be effective.

24.3 Changes and amendments hereto as well as the waiver of rights arising from this Contract also require written form to be effective. This also applies to the amendment or revocation of this clause requiring written form.

24.4 If a party does not assert a right under any of the provisions, this does not constitute a waiver of that provision or the right of the respective party to later assert any of these provisions. The rights of the Buyer listed in this order exist in addition to those legally available to it, and it may assert all of its rights or only parts thereof.

24.5 Section headings are for readability purposes only and do not affect the interpretation of this order.

24.6 If any provision of this Contract or any provision subsequently incorporated into it in whole or in part is or becomes invalid, or if a gap in this Contract arises, the validity of the remaining provisions shall not be affected thereby.

24.7 The parties are aware of the case law of the Federal Court of Justice, according to which a severability clause merely shifts the burden of proof. However, it is the express intention of the parties to maintain the effectiveness of the remaining contractual provisions under all circumstances and thus to waive § 139 of the German Civil Code (BGB) in its entirety.

24.8 Instead of the invalid provision or to fill the gap, the provision that is legally and economically closest to what the parties intended or would have intended according to the sense and purpose of this Contract at the time of its conclusion shall be deemed agreed retroactively.

24.9 If the invalidity of a provision is based on a specified degree of performance or time (deadline or date), the provision shall be deemed agreed with a degree of performance or time that is legally permissible and closest to the original measure.

24.10 Notwithstanding the above, this Contract as a whole shall be void if it is void in relation to individual parties or if a material provision hereof is void and the partial invalidity would alter the overall character of the Contract.

24.11 Contractual provisions in this Contract that, according to their legal nature, continue to have effect beyond the termination or expiration of the Contract, shall remain contractually binding between the parties and their successors. This includes, in particular, the provisions in Clauses 2.3.2, 4, 5, 7, 8, 11, 13, 14, 15, 16, 21 and 22.

24.12 In case of discrepancies between the English and the German version of these GTCP the German version shall prevail.