

# General Terms and Conditions of Purchase of the EVN Group



Unless otherwise specified in the order, the following General Terms and Conditions of Purchase of EVN Group shall apply. The contractor's general terms and conditions shall not form part of the contract, even if they are not expressly contradicted or if reference is made to the validity of the contractor's general terms and conditions in order-related documents of the contractor (e.g. order confirmation, invoice).

- 1 Orders as well as changes of, and amendments to, the General Terms and Conditions of Purchase must be in writing in order to be valid. Verbal agreements do not exist in principle; if there are any, these are only valid if confirmed in writing by the contracting entity.
- 2 If the order is based on an offer/estimate submitted by the contractor, this becomes an integral part of the order, unless otherwise stipulated in the order.
- 3 The prices quoted in the order are fixed prices. The prices include deliveries free place of performance, packing, insurance, and unloading. Forced account work may only be performed after prior written order by the contracting entity; otherwise such forced account work will not be compensated. If the scope of services/offer includes a certain number of hours paid on forced account, this does not entitle the contractor to be commissioned with such forced account work. If the contractor considers changes to the agreed scope of delivery and services to be necessary, it agrees to notify the contracting entity thereof at the earliest possible by submitting a supplementary offer. Deliveries or services under such supplementary offer may only be performed after the contracting entity's prior written instruction (supplementary order). Working hours, equipment, and material documentation sheets must be submitted for approval to the contracting entity.
- 4 Accepting delivery/services requires the contracting entity's written confirmation; otherwise all legal consequences attached to accepting delivery/services shall not apply. The risk of loss, even if accidental, of the delivery/service shall not pass to the contracting entity before the acceptance of delivery/services in accordance with the contract at the agreed place of performance.
- 5 The contractor agrees to ensure that its staff, any of its subcontractors and sub-subcontractors, etc. and suppliers comply with the statutory provisions for the protection of the life and health of the staff and for environmental protection. The workers employed by the contractor may only enter those areas as instructed by the contracting entity. The instructions of the contracting entity's construction and assembly supervisors must be followed. The contractor's inspection and warning obligations shall not be limited thereby.
- 6 The contractor agrees to comply with its statutory checking obligations with regard to foreigners employed by it or its subcontractors within the meaning of the Foreign Nationals Employment Act, Federal Law Gazette 218/1975, as amended. The contractor shall provide evidence of its compliance with such checking obligations to the contracting entity, without being requested to do so, by submitting the relevant documents (e.g. residence permit, employment permit) covering the full period of time before commencing work and agrees to indemnify and hold the contracting entity and its bodies and employees harmless in full for any damage and/or liability resulting from a breach of such obligations.
- 7 The contractor shall ensure that the deliveries/services correspond to what has been contractually agreed, are state of the art and in accord with statutory provisions and official requirements. The contractor warrants the contractual delivery/service to be free of defects and functional. The relevant statutory warranty provisions shall apply, unless otherwise stipulated below or in the order. The proof of fulfilment in accordance with the contract and free of defects shall always be with the contractor. All those defects arising or occurring for the first time within the agreed warranty period are also covered by warranty. The assumption of defectiveness applies for the entire warranty period; the contractor therefore has to show that the warranty law provisions do not apply. If removal and installation costs and ancillary costs are incurred as a result of remedying a defect, these costs shall be borne by the contractor. The contractor agrees to remedy all defects arising or occurring during the warranty period within the shortest possible time or, at the contracting entity's discretion, replace the deliveries/services with new deliveries/services. The contracting entity takes over deliveries/services subject to reservation and without inspection of the deliveries/services; inspection shall be made at the latest upon use. The contracting entity's obligation to inspect and give notice of defects in accordance with the Austrian Business Code, sections 377 et seqq. is expressly waived. If the contractor fails to meet its warranty obligations and the defect needs to be remedied by a third party, the contractor agrees to bear the full costs of such substitute performance, which also includes the costs of a new tender, if any.
- 8 The contractor assumes liability vis-à-vis the contracting entity for all damage caused by its actions or omissions or those of its staff, subcontractors or other agents or vicarious agents in connection with or as a result of the delivery or performance of the service, as well as for damage caused by materials or parts of materials it has used. The contractor further assumes liability for all materials, building components, and other items it has received from the contracting entity or from other companies for installation or storage. The Contractor must in each case show that it, its staff, its subcontractors or its other agents or vicarious agents are not at fault. This applies to both slight and gross negligence as well as to intent. The contractor agrees to fully indemnify and hold harmless the contracting entity with regard to any claim brought against the contracting entity by an employee or a third party on the basis of an injury occurring in the course of the performance of the service.
- 9 The contractor agrees to take out and maintain, at its cost, at least for the duration of the entire contractual relationship, liability insurance corresponding to the size of the order, which covers all liability risks arising from statutory provisions and from the contractual relationship. Insurance cover must extend to include the liability of its staff, subcontractors or other agents or vicarious agents used by the contractor in the fulfilment of the contractual relationship.
- 10 Invoices are either sent in single copy, stating the order number, to the invoice address stated in the order or transmitted electronically in compliance with the "Requirements for Electronic Invoice Transmission", which can be downloaded from <https://www.evn.at/EVN-Group/Uberblick/EVN-Beschaffung.aspx>.

The invoice must comply with the legal requirements, in particular the provisions of tax law and the contractual provisions; in particular, the VAT ID number, the VAT rate and amount must be shown separately on each invoice. Invoices that do not meet these requirements will be rejected by the contracting entity. Payment does not fall due as long as the contractor has not submitted an invoice in accordance with the statutory and contractual provisions. Invoices may only be rendered after acceptance of delivery/services in accordance with the contract. The due date of an invoice is calculated from the date of receipt at the invoice address as stated in the order of the invoice and of all documents pertaining to the delivery/service. Unless otherwise agreed, also for partial deliveries/partial services only one total invoice rendered after complete fulfilment of the contract will be accepted. Payments are made only once a week, on Wednesdays, and cover invoices that have fallen due in the previous week only. Payments made as described above are deemed to have been made in good time to qualify for a deduction of agreed discounts, rebates, etc., and do not trigger any consequences of default as a result of non-observance of the due date. If the contracting entity defaults in payment, default interest of 4% is agreed upon.

- 11 Written notifications of assignment must be sent by post (not by fax or e-mail) to the contracting entity's accounting department if they are to be taken into account; the contracting entity will consider them as of the end of the second working day after receipt. The contractor acknowledges that such a processing period is reasonable. In the event of an assignment, the contracting entity is entitled to charge and retain a processing and record-keeping fee of the size of 1% of amount of the assigned claim, yet no more than EUR 5,000.00.
- 12 To the extent permitted by law, the contractor's retention rights are expressly excluded. The contracting entity may set off against the contractor's claims its own claims and claims of its affiliated companies pursuant to the Austrian Business Code, section 189a.
- 13 The contractor agrees to treat confidentially all information and documents provided (e.g. templates, drawings, sketches, electronic data, calculations), which become known to it in connection with the business relationship, to protect them appropriately, to use them exclusively for the fulfilment of the contract and not to make them accessible to third parties, unless such documents and information can be shown to be in the public domain or publicly accessible. As regards personal data, the contractor agrees to comply with the applicable data protection rules (in particular also the GDPR) and to support the contracting entity in complying with the latter's obligations under data protection law to the best of its ability. If, in the contracting entity's opinion, the contractor is a processor as defined in GDPR, Article 28, the contractor is obliged to conclude an order processing contract drawn up jointly with the contracting entity and to comply with the obligations contained therein. After expiry of the warranty period, the documents provided by the contracting entity must be shown to be deleted/destroyed without delay, unless and to the extent there are legal retention obligations. The contractor's publication of data that needs to be protected, or its naming of the contracting entity as a reference customer is subject to the contracting entity's prior written consent. The contractor expressly agrees that all information arising from this contractual relationship, if required, may be passed on to third parties (e.g. planning companies, plant co-owners, insurers, experts, affiliated companies pursuant to the Austrian Business Code, section 189a).
- 14 The contractor expressly acknowledges that EVN AG, as a listed company, is subject to the provisions of capital market law (in particular the Market Abuse Regulation, the accompanying legal acts, and the Stock Exchange Act 2018). Pursuant to the Stock Exchange Act 2018, section 119(4), EVN AG shall inform other persons working for EVN AG of the prohibition to misuse insider information. Therefore, the document "Extract from Group Instructions 10/12", which can be downloaded from <https://www.evn.at/EVN-Group/Uberblick/EVN-Beschaffung.aspx>, constitutes part of the contract if EVN AG is the contracting entity. The contractor agrees to comply with the regulations specified in the document "Extract from Group Instructions 10/12".
- 15 The contracting entity and its affiliated companies pursuant to the Austrian Business Code, section 189a, are granted the transferable and exclusive rights of use, unlimited in terms of content, time and territory, to all works resulting from or in connection with this contractual relationship. The granting of rights also comprises the processing of the works in any conceivable manner (e.g. in any form and employing any technical process).
- 16 If the contractor is in default with the performance of the contractual delivery/service, the contracting entity shall be entitled either to insist on the contractual performance of the delivery/service owed or to declare in writing its withdrawal from the contract, setting a reasonable period of grace, in case the service is not performed or the delivery is not made within the period of grace. The contractor undertakes to pay damages to the contracting entity. The contracting entity is entitled to terminate the contractual relationship, or individual partial services, at any time for good cause without observing a notice period with immediate effect if, after conclusion of the contract, the contractor no longer qualifies, in particular in financial and economic performance terms. The contracting entity may also terminate the contract on extraordinary grounds if there is a more than 50% change in the contractor's ownership or another de facto change of control. If the contracting entity rescinds the contract, it shall only be obliged to pay reasonable compensation for the deliveries/services already made by the contractor, to the extent these can still be used or utilised by the contracting entity in accordance with the agreed purpose of the contract. Under no circumstances shall the contracting entity owe more than the pro-rated compensation. Compensation for disadvantages or equivalent claims are not permitted and will not be paid by the contracting entity.
- 17 The contracting entity may transfer the contractual relationship with all rights and obligations to an affiliated company pursuant to the Austrian Business Code, section 189a, or to EVN Energievertrieb GmbH & Co KG. The contractor is in principle not entitled to transfer the contract in whole or in part to third parties and/or to commission subcontractors with the performance of the services covered by the contract. In individual cases, such a transfer may be permissible upon the contracting entity's prior written consent.
- 18 The exclusive place of jurisdiction shall be the court having subject-matter jurisdiction for Innere Stadt of Vienna. However, the contracting entity may also commence legal action against the contractor at the latter's general place of jurisdiction. Austrian substantive law shall apply exclusively, with the exclusion of all conflict of laws provisions. The contract language is German.
- 19 Should individual provisions of these General Terms and Conditions of Purchase of EVN Group be or become invalid, void or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. In place of the ineffective, invalid or unenforceable provision, a provision shall be deemed to have been agreed which comes closest to the true economic purpose of the ineffective, invalid or unenforceable provision.