

Conditions for construction works ("Construction Conditions")

The following Construction Conditions apply exclusively for all construction conditions including structural steel engineering and similar performances and the associated deliveries and services to and for Georgsmarienhütte Holding GmbH as well as all companies in which it is directly or indirectly involved ("Principal"). The current circle of companies in which Georgsmarienhütte Holding GmbH is directly or indirectly involved can be viewed in the Internet under website <https://www.gmh-gruppe.de/de-de/gmh-gruppe/gruppen-unternehmen.html>. In addition, the "general terms and conditions for construction works, Parts B and C (VOB/B and C) apply; in cases of doubt, however, these terms and conditions shall take precedence. Opposing and/or supplementing general business conditions of the Contractor do not apply for the Principal. This applies also if the Principal does not expressly veto these conditions or complies with his contractual obligations without reservations.

I. Work performed at hourly rates

1. Work performed at hourly rates is awarded only in exceptional cases and only remunerated if it was ordered by the Principal in writing prior to the commencement. In this case, the hourly wage slips with a list of the names of the workers used and a precise description of the work performed as well as the materials used have to be submitted daily in triplicate to the Principal's site management and confirmed by the latter.
2. In as far as a working time check has been set up, hourly wage invoices will only be recognised on condition that these checks have also been carried out.
3. If, in exceptional cases, work is carried out on an hourly basis, the hourly wage rates stipulated in the collective agreement shall be paid as remunerable wage rates. A Contractor's surcharge shall be paid on top of these collectively agreed hourly wage rates, the amount of which shall be agreed with the Principal on a case-by-case basis. Wage hours for supervisory personnel shall only be paid if their provision has been expressly requested in writing by the Principal.
4. The Principal shall only reimburse travel and commuting expenses if the Contractor is obliged to pay these amounts to its employees on the basis of collective agreements. In the case of long-distance assembly, the one-off 2nd class to and from journey shall be reimbursed. The Principal reserves the right to review the necessity and rates.
5. In the case of hourly paid work which is to be carried out in connection with other services (so-called associated hourly paid work), no reimbursement shall be made for travel expenses, travel to and from the site etc.
6. For work ordered by the Principal on paid public holidays that fall on a working day, only the collectively agreed surcharge for normal working hours with an appropriate reduced Contractor's surcharge to be agreed shall be paid. The simple wage is to be borne by the Contractor in any event, who is obligated to pay even if no work is done. For the hours worked on such days in excess of the normal working time and for all work on public holidays which fall on a Sunday, the Principal shall pay the normal wage plus the collectively agreed allowances. The employer's supplement in accordance with paragraph c) shall be paid on the normal wage, and the employer's supplement to be agreed in accordance with sentence 1 shall be paid on the holiday allowances.
7. If, in exceptional cases and by special agreement, the Principal pays overtime, night or Sunday hour surcharges as well as height, dirt or other collectively agreed allowances, Contractor surcharges shall only be remunerated if a corresponding written agreement has been reached in advance. Only the charges imposed by tax regulations may be added to expenses, such as allowances, travelling and subsistence allowances and costs for luggage transport.
8. The provision of tools in general use shall not be specially remunerated in the case of hourly paid work. If special hourly wage work requires the use of special tools, equipment, scaffolding, machines or other facilities, remuneration for this can only be demanded if it has been specifically agreed in writing.
9. Upon request, the Contractor is obligated to grant the Principal insight in to the price determination.

II. Execution

1. Execution, supervision

- a) The Contractor has to execute the deliveries and services according to the Agreement at his own responsibility.
- b) All services have to correspond to the state of the art. The Contractor shall inform the Principal of and request approval for all technical innovations of which the Contractor becomes aware during the execution of the order without delay; technical innovations may only be implemented after written approval by the Contractor. Only impeccable materials suitable for the intended use may be used. Relevant statutory provisions and regulations of authorities and trade associations (e.g. environmental protection and accident prevention regulations, DIN standards, VDE regulations) as well as orders, requirements and conditions based thereon and the relevant plant standards of the Principal shall be complied with.
- c) Changes or corrections to the scope of services or the type of execution by the Principal, particularly those requested for reasons of technical progress, are included in the price insofar as the effects on the price are only minor, which is to be assumed in the case of a maximum deviation of 5% of the agreed price. If the Principal requests that the Contractor carry out work to a greater extent at times which trigger surcharges under the collective agreement, the Contractor shall only be entitled to reimbursement of these surcharges if he can prove them and that the occurrence of these surcharges was not foreseeable when the order was placed. However, the surcharges shall not be reimbursed if this work was requested by the Principal in order to avert imminent delays on the part of the Contractor.
- d) The Contractor is obliged to use only suitable workers for the intended work. Proof of suitability shall be provided at the request of the Principal. In the case of work for which a statutory certificate of competence is required, the relevant certificates shall be submitted to the Principal without prompting. Unsuitable workers shall be replaced by suitable workers without delay at the request of the Principal. If there are doubts about the personal reliability of the employed workers or if

there are breaches of discipline, which make continued employment on the plant premises appear unreasonable for the Principal, the Principal may prohibit these workers from entering the works premises.

- e) The Principal is entitled to monitor the performance of the services in accordance with the Agreement and to reject the services if they are not in accordance with the Agreement and to demand that the work be carried out in a technically perfect manner and in accordance with the provisions of the Agreement.
- f) If necessary, the Principal can avail himself of the works contrary to the Agreement until the Contractor has provided a solution. If the deadline stipulated by the Principal to the Contractor to remedy the situation is not met, the Principal shall be entitled to carry out the work elsewhere at the Contractor's expense.

2. Correspondence, notes

- a) Any correspondence as well as all technical documentation has to be generated in German.
- b) In addition to the order reference and order number, the plant designation shall also be indicated in plain text on all documents.

3. Delivery and removal of material

- a) All supplies have to be delivered free construction site. Rail wagons arriving for the Contractor shall be transported free of charge and at the Contractor's risk from the handover track of the Bundesbahn by the Principal's works locomotives - if available.
- b) In order to determine the precise weight, the work, processing and lifting equipment and materials are to be loaded separately with various standard prices as well as from different orders, where possible.
- c) Dispatch notices have to be submitted in triplicate immediately upon dispatch of the consignments. These have to contain: Dispatch address and destination, name of building project, object, order date, order, drawing and item number, quantity, weight, dimensions and type of material. The material for dispatch has to be labelled accordingly. The Contractor is responsible for any costs resulting from the non-compliance with this regulation.
- d) Hazardous materials must also be labelled with details of all components relevant to safety during handling, operation and transport in accordance with the Ordinance on Hazardous Substances.
- e) General and express cargo as well as postal consignments may only be addressed to the Contractor free construction site.
- f) The Contractor has to unload the wagons properly and on time at his own expense and risk. The Principal does not guarantee that the connecting rails can be used in due time and without interruption; however, he shall endeavour to consider any necessary arrangements made by the Contractor.
- g) Wagon demurrage charges and other costs incurred as a result of a delay in unloading shall be borne by the Contractor, unless they are the fault of the Principal. If the connecting rails are not available to the Contractor as scheduled and if compliance with the delivery deadline is jeopardised as a result, the Contractor shall inform the Principal of this immediately with subsequent written confirmation. Agreements shall then be made on any necessary reasonable extension of the deadline.
- h) Interim storage shall be free of charge for the Principal; if the Principal is responsible for the interim

storage, this shall only apply to interim storage of up to three months.

- i) Within the Principal's production halls, construction and assembly sites may only be approached by vehicles (cars, lorries and heavy goods vehicles) for the delivery and removal of materials. Parking of such vehicles inside production halls is not permitted.

III. Conduct at the construction site

1. Usage of plant roads and crossing rail lines

- a) The plant premises may only be used along the designated routes. The statutory provisions for public road traffic (in particular the StVO) apply accordingly. If special regulations for traffic have been made on site; these shall be observed and shall have priority.
- b) In order to avoid damage to the road surfaces, tracked vehicles may only be transported through the plant premises using transport trolleys.
- c) Rails may only be crossed by road vehicles in the area of paved roads. Track traffic always has the right of way. If it is necessary to cross tracks outside of paved routes, the railway company must be informed in advance via the Principal's local construction management. Stopping on tracks or in the track area is strictly prohibited. A forced stop - e.g. due to technical faults - requires the driver of the road vehicle to secure the track in both directions. The neighbouring rail way control centres or switch posts must be informed immediately.
- d) Any pollution of streets and squares caused by the Contractor shall be removed by him without delay.
- e) A safety instruction is handed out to all fitters and drivers by our occupational safety department.

2. Establishing, maintaining and clearing of the installation site

- a) The construction site set-up shall be subject to the express approval of the Principal; it shall be specified in a construction site set-up plan.
- b) When setting up, maintaining and clearing the construction site it, in particular also in consideration of the necessary safety measures, the Contractor shall take all precautions not to obstruct operations and other work to be carried out in this operating area as well as third parties. If obstructions are unavoidable, additional agreements shall be made in this context.
- c) At the request of the Principal, the Contractor shall also provide access to roads, water pipes as well as corresponding facilities of the construction site, which he has established when setting up the construction site, to other companies working in this area against remuneration of any additional costs incurred by the Contractor as a result by the joint user, insofar as this does not jeopardise the progress of the Contractor's own work.
- d) The construction site maintained by the Contractor has to be kept tidy. In particular the ongoing disposal of any incurred rubble and scrap amounts has to be ensured. In the event of complaints, the Principal shall clear the construction site at the Contractor's expense after a prior written warning has been issued to no avail.
- e) The Principal has to provide sufficient lighting on the construction site.
- f) The Principal shall not supply a plant phone connection at the construction site.

- g) Work, recreation, accommodation, storage rooms and the like may only be set up and heated with the consent and in accordance with the instructions of the Principal. They have to be identified with company signage. The Contractor shall implement this, if required for the operation. The initiator is responsible for the costs.
- h) Installing trailers, mobile homes and sleeping containers on the works premises is prohibited.
- i) Changing rooms, lounges, washrooms and showers as well as toilets of the Principal may not be entered or used by the Contractor, its employees and other agents without the Principal's special consent. The Contractor shall itself provide for such facilities, including the disposal of waste water and faeces.
- j) Railway operations may not be obstructed by the Contractor's works. When setting up assembly equipment, it is essential to ensure that there are no profiles. Materials shall be stored in such a manner that the clearance gauge and the path for shunters are kept clear. Work may only be carried out next to, above and below or on the tracks with the prior approval of the Principal's railway operations.
- k) Where necessary, the Contractor shall provide security guards.

3. Scaffolding, equipment etc.

- a) The Principal shall not provide scaffolding, equipment, timber etc.
- b) Only working and protective scaffolds in accordance with the DIN standards valid at the time of the construction project (currently DIN EN 12811 and DIN EN 12810) are permitted. In the case of scaffolding of other designs, proof of suitability for the intended use, e.g. general building authority approval or static calculation, must be provided.
- c) The Contractor shall permit third parties to share the use of the scaffolding provided by him or the Principal, insofar as this does not impede the proper execution of the work assigned to him and its timely completion.
- d) Scaffolding may only be removed by the Contractor with the consent of the Principal.
- e) The use of equipment, scaffolding, preparation and lifting gear etc. belonging to the Principal or third parties is only permitted with their respective permission. Use shall be at the Contractor's own responsibility and risk; the Contractor shall be liable for any damage to or loss of items belonging to the Principal or third parties as a result of such use.

7. Drawings, calculations and other technical documentation

- a) Immediately after receipt of the order, the Contractor shall deliver and submit to the Principal the calculations, execution and construction drawings, anchoring plans, foundation plans, formwork and reinforcement drawings and other technical documents required for the execution of the order in tractable form without special remuneration. The same applies to the documents necessary for obtaining permits.
- b) Before the Principal has released these documents for execution, the Contractor may only commence execution of the order on the express instruction of the Principal. The release of the submitted documents for execution by the Principal does not limit the Contractor's responsibility for the execution of the order in accordance with the Agreement. This also applies for suggestions and alteration requests by the Principal.

- c) The final drawings, parts lists, calculations and other technical documents shall be handed over to the Principal in full and in digital form. If this is not possible, e.g. in the case of company printed documents, the documents shall be provided in quadruplicate. They shall become the property of the Principal. The provisions of copyright law remain unaffected.
- d) Drawings and other documents made available to the Contractor remain the property of the Principal.

8. Power, water etc.

- a) If the Contractor requires electrical energy for the deliveries / services ordered by the Principal on the Principal's premises, this may only be taken from the facilities assigned by the Principal as, from 01.01.2021, the Principal is obliged to carry out an accrual in accordance with the law on measurement and calibration (Guideline on measurement and estimation for EEG apportionment obligations). For the extraction of electrical energy, it is mandatory for the Contractor to participate in an on-site instruction. Otherwise, the extraction of electrical energy is prohibited.
- b) Connection points for the provided power shall be determined by the Principal. Supply lines to the points of consumption shall be established and maintained by the Contractor. The Contractor shall provide the necessary construction power distributors; they must be equipped with fault current protection in accordance with VDE 0100. Without this protection, the connection shall not be approved.
- c) The Contractor shall inform himself about the technical conditions of the connections. Only the connection devices intended for this purpose may be used for the extraction. No changes may be made to the connections. Usage by the Contractor is at his own risk. The Principal shall not be liable for failures and defects.

9. Reporting

Weekly reports in duplicate shall be submitted to the Principal on the progress of the work, the strength of the workforce, hours worked during the reporting period, equipment inventory, delivery status and consumption of building materials, weather conditions and special events. In addition, the Contractor shall keep a daily construction diary to be confirmed by the Principal.

10. Monitoring the construction site

The Contractor is responsible for the monitoring of the construction site incl. facilities, material, equipment and items of the workers.

11. Entry and exit control

Prior to commencement of the work, the Contractor shall submit a list of names of all employees and workers employed at the construction site, stating their date and place of birth, their place of residence and vehicle registration number, so that identification cards can be issued by the Principal's works supervisor. Any changes must be reported in good time. These identity cards are to be returned in full after completion of the work; the Contractor is responsible for the timely collection of the identity cards. All workers employed by the Contractor on the works premises must pass through the entry and exit control and comply with the control regulations in force at the Principal.

12. Plant supervision

All employees have to be made aware that they have to comply with any orders issued for their own protection and for the protection of the plant facilities, as well as with any instructions issued by the plant supervisor.

13. Prohibition of alcohol, tobacco and drugs

- a) It is prohibited to bring alcoholic beverages and drugs onto the factory premises or to consume them on the factory premises.
- b) Smoking is prohibited within the specially marked area.

14. Equipment list

Prior to delivery of equipment, tools, machines and the like, the Contractor shall submit a list to the Principal and hand over a copy thereof to the Principal's plant security. Small tools may be listed together in tool containers. All such items shall be clearly marked as Contractor's items. Only the items listed in these lists shall be released for removal.

15. Security and work safety regulations

- a) The Contractor shall inform himself of and strictly observe and comply with the respectively applicable regulations of the supervisory authority as well as all accident prevention regulations of the competent professional associations. In the case of works which require special safety measures, the Contractor shall continuously ensure that the necessary safety measures are implemented and maintained for the duration of the work.
- b) The Contractor shall draw the attention of his workers and his agents to the special hazards of the works operation, in particular the railway operation.
- c) The Contractor's employees are prohibited from leaving the assigned work area and from entering other establishments without justified cause.
- d) The Contractor shall contact the Principal's Health and Safety Department prior to commencing work on the plant premises. Relevant accident prevention regulations can be inspected at this department and in the plants.
- e) The prescribed body protection items (safety helmet, safety shoes, etc.) have to be used.
- f) Gas, compressed air, steam and the like, if provided by the Principal, may only be tapped at the designated points which are approved by the Principal and by means of the connection devices provided for this purpose.
- g) Works using fire of any kind (welding, cutting, soldering, heating, etc.) may only be carried out after prior information and written permission from the plant's fire brigade and, if there is no such fire brigade, from the department otherwise responsible for fire protection.
- h) For all work in plants where cranes, hoists and other transport equipment are installed, the Contractor shall assign a liaison person, who shall communicate with the machinists, crane operators, shunters, etc., insofar as this is necessary to avoid possible mutual danger. The liaison officer shall be named to the Principal in writing.
- i) The Principal's safety specialists shall be available to the Contractor for advice on all occupational safety issues during the performance of the work on the plant premises.

- j) Accidents have to be reported to the Principal without undue delay.

16. Discoveries

The Principal obtains sole ownership to all discoveries on the plant premises (Section 984 BGB (German Civil Code)). The Principal is entitled to all rights of the discoverer.

17.

Conduct at the construction site

- a) When carrying out the work, the Contractor shall adapt to the operating conditions of the Principal. Other work to be carried out by the Principal or by external companies on the construction site must be considered.
- b) The Contractor shall ensure that ducts, cables, pipelines and power lines are not damaged. The Contractor shall inform the Principal about the existence and location of ducts, cables, pipelines or power line. in good time prior to the start of the work. The Principal shall decide whether to provide a guard in the vicinity of the said facilities during the work. Cross-cuts must be made in accordance with the Principal's instructions in case of earthworks carried out in the vicinity of pipelines and cables. These may only be carried out by hand excavation. The Contractor shall provide adequate protection for the aforementioned equipment and other electrical equipment, e.g. by means of barriers, covers or supports. In the event of damage, the Contractor shall inform the line operator and the Principal immediately.
- c) If explosive devices (unexploded ordnance) are found during the execution of the work, the Contractor shall take all necessary safety precautions. The Contractor is obligated to report the discovery to the Principal's plant security and to the responsible explosives disposal service and comply with the latter's instructions.

18. Provision of material

- a) The material provided by the Principal remains the Principal's property and may only be used for his purposes.
- b) The material must be requested from the Principal in writing and in good time, stating the exact delivery time. The Contractor shall bear all risks of deterioration, reduction and loss etc. from the time of takeover, which has to take place immediately.
- c) The transport of materials from the Principal's magazines or warehouses to the place of use as well as the loading and unloading are the responsibility of the Contractor.
- d) In as far as the material provided is included in the total order, the total sum shall be reduced by the values of the material provided on which the order is based, plus the overheads, surcharges and VAT incurred thereon. If the material provided is not included in the total order sum, the invoice shall be issued against proof of the quantities actually required. Additional quantities required in excess of this shall be remunerated by the Contractor in accordance with sentence 1.
- e) Residual quantities of the material provided, including scrap, are to be returned by the Contractor; they are to be taken to the place on the works premises designated by the Principal free of charge and without delay.
- f) At the request of the Principal, the Contractor shall provide evidence of the consumption of all materials provided with the final invoice.
- g) If the Contractor has concerns about the quality of the substances, materials or components supplied by the Principal, he shall inform the Principal of these in writing prior to using them, if possible.

19. Environmentally hazardous substances

- a) When carrying out work, the Contractor is subject to a special duty of care with regard to environmentally hazardous substances. If pollutants are suspected or found in connection with the performance of the work,

the Principal shall be informed immediately; he shall be given the opportunity to investigate and take suitable measures.

- b) If the Contractor's services also include the removal of the resulting substances, he shall comply with the statutory provisions. Unless otherwise agreed in writing, the costs incurred in connection with compliance with these regulations and the removal shall be included in the agreed remuneration for services.

20. Photographing is prohibited

Taking photos of the installation site are only admissible with the written consent of the Principal.

IV. Approval

1. The risk of demise or deterioration is only transferred to the Principal upon overall acceptance, regardless of partial approvals.
2. The Principal can use the system for the production from the time of initiation. This does not constitute approval.

V. Quantities

1. The Principal reserves the right to acknowledge excess or short quantities.
2. If the executed amount of the service or partial service covered by a unit price does not deviate from the scope provided for in the Agreement by more than 10%, the contractually agreed unit price shall apply.
3. If the quantity estimate is exceeded by more than 10%, a new price shall be agreed upon if requested, taking into account the additional or reduced costs.
4. In the event of a shortfall of more than 10% in the quantity estimate, the unit price for the quantity of the service or partial service actually performed shall be increased upon request, unless the Contractor is compensated by increasing the quantities in other order numbers (items) or in some other way. The increase in the unit price shall essentially correspond to the surplus resulting from the distribution of the site set-up costs and site overheads and the general business costs over the reduced quantity. VAT shall be compensated in accordance with the new price.

VI. Binding principles

Regardless of countries and borders, the following principles are applied:

1. Human rights: The Contractor will support, respect and ensure the protection of international human rights within his sphere of influence so that he is not complicit in human rights violations. In this context, the Contractor is particularly obligated to comply with any legal regulations of the Federal Republic of Germany as well as the European Union for the protection of human rights in the supply chain (e.g. Supply Chain Due Diligence Act - LkSG).
2. Labour standards: To the extent of its ability, the Contractor shall promote the elimination of all forms of forced labour, the abolition of child labour and freedom from discrimination in respect of employment and occupation.
3. Anti-corruption: The Contractor is obligated to comply with all applicable anti-corruption laws and regulations and not to commit any prohibited acts. Prohibited acts include, but are not limited to, promising, offering and/or granting, or soliciting or accepting an improper advantage or benefit to illegally influence actions.
4. Environmental protection: The Contractor shall support a precautionary approach in dealing with environmental problems and take initiatives to generate a greater sense of responsibility for the environment and promote the development and dissemination of environmentally friendly technologies. In this context, the Contractor is in particular obliged to comply with any legal regulations of the Federal Republic of Germany as well as of the European Union for the protection of the environment in the supply chain (e.g. Supply Chain Duty to Care Act - LkSG).
5. Energy efficiency: The Contractor shall take energy assessments into account at all times when procuring and modifying energy-consuming equipment and components.
6. Code of Conduct: The Contractor recognises the principles of conduct laid down in the Code of Conduct of the GMH Group as binding. The current version of the GMH Group Code of Conduct is published on the Internet at <https://www.gmh-gruppe.de/de-de/gruppe/verantwortung/compliance>.
7. Right of inspection: If there are indications of a not insignificant breach of the obligations set out in this Section VI, in particular breaches of anti-corruption laws or regulations or of the GMH Group Code of Conduct, the Principal shall be entitled to request information from the Contractor in writing regarding compliance with the aforementioned regulations and of any breaches by the Contractor, its bodies, employees or other persons deployed within the framework of the contractual relationship. In each case, the request for information must be made in writing and in compliance with the interests of the Contractor worthy of protection, in particular its trade and business secrets, as well as in compliance with the rights of the employees, in particular data protection.

VII. Place of fulfilment, place of jurisdiction, applicable law

1. Place of fulfilment for all services is the place of receipt specified by the Principal.
2. The competent courts at the Principal's registered business address are responsible for all disputes from or in connection with this Agreement. Notwithstanding

this agreement pertaining to the place of jurisdiction, the Principal may also sue the Contractor before any other court which has jurisdiction under applicable law.

3. The law of the Federal Republic of Germany applies exclusively to all legal relationships between the Principal and the Contractor within the scope of these Conditions for Construction, to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).