

General Terms and Conditions of BayWa r.e. Operation Services GmbH

as of November 2025

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1. Field of Application

- 1.1. The present terms and conditions (the „**GTC**“) apply to all agreements under which BayWa r.e. Operation Services GmbH (the „**Contractor**“) provides services, works or other work products to a client (the „**Client**“), if no agreement regarding the technical and/or commercial management for the farm, plant or system between the parties exists.
- 1.2. The GTC do not apply where the Client is affiliated with the Contractor in the sense of §§ 15 et seqq. of the German Stock Corporations Act (*Aktengesetz*).
- 1.3. Terms and conditions of the Client do not apply, even if they are referred to and the Contractor does not object to them in beyond this clause.

2. Conclusion of Contract

- 2.1. Offers by the Contractor that are not made in written form in accordance with Clause 15.2 are non-binding.
- 2.2. The offer shall prevail over the GTC to the extent it contradicts them. The accepted offer and the GTC shall jointly be referred to as the „**Agreement**“.

3. Prices

- 3.1. To all amounts stated statutory value added tax shall be added, unless explicitly stated otherwise.
- 3.2. If costs for material or labour costs increase after conclusion of the Agreement, such increase shall be added to the agreed prices in the same amount, if performance shall be rendered more than 6 months after conclusion of the Agreement. In case such increase amounts to more than 5% of the originally agreed prices, the Client may withdraw from the Agreement.
- 3.3. Where lump sum prices are agreed, this is done on the assumption that usual conditions will be found on site where performance is rendered. Should actual conditions deviate from that, the Contractor shall have the right to claim remuneration for the resulting additional efforts; such remuneration shall base on the hourly rates agreed, alternatively on hourly rates customary to the industry. The same shall apply where plans, drawings or similar input provided by the Client turn out to be inaccurate.

4. Payment

- 4.1. The Contractor shall issue the invoice after rendering performance. If the time period between the beginning of performance and completion of performance is more than 4 weeks, then the Contractor shall have the right to issue an invoice per each 4 weeks period (or less often).
- 4.2. Each invoice shall be due for payment 14 days after its receipt.

5. Client's Cooperation

- 5.1. The Client shall undertake at its own expense all acts of cooperation that are useful for the Contractor performing the Agreement.
- 5.2. In particular, the Client shall
 - a) Nominate, in text form, a person who will be available as central contact on an operative level for all questions regarding, or in connection with, the performance to be rendered;
 - b) grant the Contractor access to all facilities, buildings and areas that should be accessible for rendering performance; and
 - c) provide the Contractor with all relevant plans, security instructions and records, in time and without being asked for, in customary electronic format. Further, the Client shall provide additional useful information upon the Contractor's request.

6. On-Site-Works

- 6.1. Any performance on-site is subject to
 - a) weather and climate allowing for the measures to be carried out (e.g. maximum and minimum wind speeds for measures in wind farms; no risk of thunderstorms occurring); and
 - b) the Contractor not having to work elsewhere at short notice due to urgent need for deployment.
- 6.2. If the Contractor cancels, or postpones, an on-site appointment less than 4 days in advance, the Contractor shall have the right to claim resulting costs (e.g. non-refundable accommodation costs) from the Client.
- 6.3. Confirmed dates for delivering work products such as plans or similar shall not create a fixed date of performance (*Fixgeschäft*), unless this is explicitly agreed. Such dates are automatically postponed if the Client's deliverables or acts of cooperation have not been provided in time.

7. Retention of Title

- 7.1. The Contractor retains legal title in all components, spare parts, small items, lubricants and other operating materials, until receipt of the full remuneration under the Agreement (including accessory claims, e.g. interest claims).
- 7.2. Any processing or re-working, installing or other utilizing of goods subject to retention of title shall be deemed to have been carried out on behalf of the Contractor. In the event that goods subject to retention of title are intermingled, combined or blended with other objects, the Client hereby assigns its legal title or co-ownership rights to the new object to the Contractor who hereby accepts such assignment, and the Client shall hold the new object in safe custody for the Contractor free of charge and with the due care of a diligent business person.
- 7.3. If the realizable value of the goods subject to retention of title increases the value of the claims secured by more than 38%, the Contractor shall be obliged, at the Client's request, to release appropriate portions of the goods from the retention of title.

8. Intellectual Property

- 8.1. If and to the extent work products delivered by the Contractor (e.g. reports, drawings) are protected by copyrights or similar rights, the Contractor grants, subject to the condition precedent of receipt of the full remuneration under the Agreement (including accessory claims, e.g. interest claims), to the Client a non-exclusive, worldwide, timely unlimited, transferrable and sub-licensable right to use the work products for the operation of the respective facility.
- 8.2. The Contractor grants no further licenses of other rights of use under these GTC, and reserves all rights in the templates, techniques, methods, instruments, including software, used.

9. Insurance

- 9.1. The Contractor shall maintain, at its own cost, general liability insurance against personal injury and property damage with sums insured in the amount of EUR 5 million per damage and EUR 10 million per year (or higher).
- 9.2. The Client shall maintain, at its own cost, (i) general liability insurance against personal injury and property damage with sums insured in the amount of EUR 5 million per damage and EUR 10 million per year (or higher), and (ii) appropriate all risk and business interruption insurance regarding the facilities at the site where the Client renders performance.

10. Confidentiality

The parties hereby agree not to share confidential information of the respective other party received in the context of this Agreement with third parties not affiliated with the receiving party, unless this is useful for the performance of the Agreement or required under a law, an official request, stock exchange rules or similar requirements. In particular, prices and all other information apparently worthy of protection of the respective other party shall be confidential information.

11. Liability for Defects and Acceptance

- 11.1. The Contractor's performance shall generally be subject to the law on service agreements (*Dienstvertragsrecht*).
- 11.2. To the extent that the Contractor's performance are subject to the law on works agreements (*Werkvertragsrecht*), the performance shall be deemed accepted 2 weeks after receipt of a report or a notice of completion, unless the Client objects within such period in writing. The Contractor's liability for defects shall be limited to remediating the defect within a reasonable period of time after the Client's request. If the same defect continues to exist after the Contractor's second attempt to remediate it, or if no attempt to remediate is made despite the Client setting a reasonable deadline in writing, the Client shall be entitled to withdraw from the affected work (but not from the Agreement as a whole). Claims for defects shall become time-barred 1 year after the acceptance. Deviating from this, in case of fraudulent concealment of a defect, the statutory provisions on time-barring (*gesetzliche Verjährungsregelungen*) shall apply.
- 11.3. Insofar as components, spare parts, small parts, lubricants and other operating materials (together the "**Materials**") are the subject of the order, the Contractor shall procure them at its own discretion in the name of the Client or in its own name. The Client hereby authorises the Contractor to procure the Materials from third parties on behalf of the Client.
 - a) In the event that the Materials are procured by the Contractor in its own name, the following shall apply: The Contractor shall assign the accepting Client all contractual and statutory warranty and/or defect claims to which he is entitled against the upstream supplier with regard to the Materials – including any rights to withdrawal, reduction and damages – conditional upon acceptance of the service by the Client. In the event of any defects, the Client shall give priority to asserting the rights transferred to him under or in connection with the manufacturer's warranty and warranty rights and/or defect claims directly

against the Contractor's upstream suppliers. A claim against the Contractor in the event of claims for defects, guarantees and damages against the Contractor can only be considered on a subsidiary basis, only in the case where the Client's judicial assertion of claims for defects, guarantees and damages against the respective upstream supplier of the Contractor is unsuccessful or there is obviously no prospect of success from the start. In all other respects, the Contractor shall be released insofar from all claims for defects, guarantees and damages for the service in return for the assignment of the claims to the Client. Notwithstanding the foregoing, the Contractor shall provide the Client with appropriate support in asserting claims for defects, guarantees and damages against the Contractor's upstream suppliers and, if necessary, shall make appropriate declarations and actions at the request of the Client to allow the assertion of any claims for defects, guarantees and damages. Legal services are excluded. The assertion of assigned claims against the respective upstream supplier shall suspend the warranty period vis-à-vis the Contractor. The suspension shall end no later than six months after the first assertion of the assigned claims by the Client against the respective upstream supplier. If a subsidiary warranty for defects by the Contractor is considered in exceptional cases and the Client asserts warranty claims against the Contractor, the following shall apply: The Client shall (re)assign to the Contractor the claims against the upstream supplier assigned in accordance with this clause with immediate effect to the Contractor accepting this assignment. Only in other respects shall the statutory warranty provisions remain unaffected. This Clause 11.3 b) does not apply in the event of fraudulent concealment of a defect, intent and/or gross negligence.

- b) In the event that the Materials are procured by the Contractor in the Client's name, the following shall apply: The warranty for defects for Materials procured in the name of the Client is limited to the assertion of claims against the upstream supplier; legal services are excluded.

12. Liability for Damages

- 12.1. The Contractor shall only be liable for intent or gross negligence, except in cases of injury of life, body or health.
- 12.2. In addition, the Contractor shall be liable for simply negligent breaches of essential contractual obligations, but only for typically foreseeable damages, and not for consequential damages, lost turnover or profits, or other financial losses. The Contractor shall be liable here to the extent that the Contractor's fault has contributed to the occurrence of the damage in relation to other causes. The Contractor's liability for damages under this Clause 12.2 shall be limited to 100% of the net remuneration under the Agreement.
- 12.3. The limitations of liability shall also apply in favour of the Contractor's directors and agents.
- 12.4. The Contractor assumes no liability for the occurrence of the economic results desired by the Client.
- 12.5. With the exception of the cases mentioned in Clause 12.1, the Client's liability claims shall become time-barred (*verjähren*) 1 year after the statutory start of the limitation period.

13. Force Majeure, Impediment to Performance

- 13.1. If the Contractor's performance under the Agreement is temporarily hindered by an unforeseeable, non-culpable and serious event, such as riots, strikes or strike measures respectively labour lockouts, pandemics or similar events of force majeure, or if such an event affects the Contractor's suppliers, the timelines for performance shall be extended by the duration of the impediment. However, if such unforeseeable, non-culpable and serious impediment continues to exist for more than 3 months, the Agreement may be terminated by either party without remuneration being payable. If the Contractor invokes an impediment, it shall inform the Client without undue delay.
- 13.2. In the event of non-delivery or insufficient delivery to the Contractor by its suppliers, the Contractor shall be released from its delivery obligations to the Client in whole respectively in part, if the Contractor has taken suitable precautions to procure the goods to be delivered and has carefully selected the suppliers. If the

Contractor invokes such non-availability of goods, it shall inform the Client without undue delay and re-pay payments already received, if any.

14. Subcontracting

- 14.1. The Contractor shall be entitled to subcontract its performance under the Agreement to third parties, including its affiliates, in whole or in part, without the Client's further consent. The Contractor shall remain obliged vis-à-vis the Client even if it engages subcontractors.
- 14.2. The Contractor is not authorized to enter into contracts with subcontractors or other third parties in the Client's name, unless such authorization is explicitly agreed between the parties.

15. Final Provisions

- 15.1. The Agreement contain all agreements between the Parties relating to the subject matter of the Agreement and, in particular, supersedes any prior agreements between the parties with regard to the subject matter of the contract.
- 15.2. The conclusion of this Agreement as well as any modification or amendment to it (including to this form requirement itself) must be made in the form (i) of handwritten signatures, or (ii) of scans thereof pasted into electronic documents, or (iii) of (simple) electronic signatures produced by way of an electronic signing process made available by a service provider (such as Adobe Sign or DocuSign), or by using an electronic ERP system used by the Contractor (e.g. Odoo).
- 15.3. Should any provision of this Agreement be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement. The same applies if a gap in the provisions becomes apparent. In place of the ineffective provisions, or to fill the gap, an appropriate provision shall be agreed upon which, as far as legally possible, comes closest to what the parties intended or would have intended according to the meaning and purpose of the Agreement if they had considered the issue when concluding this Agreement.
- 15.4. This Agreement and all disputes arising out of or in connection with it, including its formation, shall be governed by the law of the Federal Republic of Germany, excluding the conflict of laws rules and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.5. Exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is Munich, Germany, unless a deviating statutory mandatory place of jurisdiction exists.
- 15.6. Should the German and this English version of the GTC be referred to, the German version shall prevail in case of doubt.