

General terms of use for the HOCHTIEF supplier portal

GLOBAL PROCUREMENT

Opernplatz 2
45128 Essen

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HOCHTIEF Aktiengesellschaft (hereinafter “HOCHTIEF”) operates a suppliers’ portal for itself and its subsidiaries under the domain www.hochtief.com/einkauf. This suppliers’ portal enables service providers, material suppliers and subcontractors (hereinafter “Suppliers”) to present their products and services to HOCHTIEF and its various companies. In this way, a given supplier’s opportunities of being considered for a contract within the scope of the HOCHTIEF Group’s procurement process are increased. Prequalification, which is a prerequisite for an order, takes place via the suppliers’ portal.

The use of the HOCHTIEF suppliers’ portal shall be solely on the basis of the following General Terms and Conditions (T&C).

1. Registration and company information

- 1.1 In order to be listed in the HOCHTIEF suppliers’ portal central database, the Supplier is required to register.
- 1.2 To effect registration, the Supplier is provided with an online form in which the important basic company details are to be entered correctly and in full. The Supplier is responsible for the correctness and completeness of this data. Once the online form as specified at 1.2 above has been submitted to HOCHTIEF by clicking on “End”, HOCHTIEF will confirm receipt of the data. In the following supplier company information questionnaire, Suppliers are requested to provide more comprehensive and detailed information for prequalification; No. 2 below shall apply.
- 1.3 Suppliers who have already worked with HOCHTIEF in the past are already listed in the database. The registration of these Suppliers serves the purpose of identification and classification. The details and confirmations from the registration and company information questionnaire will be stored in a central suppliers’ database after the data has been examined by HOCHTIEF.

In order to give Suppliers access to their company information, they will be provided with a unique password which is to be kept confidential. This password makes it possible to review and amend the data transmitted to HOCHTIEF. Where the user of the suppliers' portal has changed, the name of the new user must be notified to HOCHTIEF without delay.

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- 1.4 Alterations to the data provided to HOCHTIEF as specified in 1.2 above are to be made by the Suppliers in the company information questionnaire without delay and without prompting. The same shall apply correspondingly with regard to alterations or expansions of the suppliers' portal on the part of HOCHTIEF.
- 1.5 Suppliers shall have no entitlement to registration and inclusion in the database of the HOCHTIEF suppliers' portal.

2. Use of the suppliers' portal

- 2.1 Copyright, name and trademark rights and other intellectual property rights of HOCHTIEF, in particular with regard to brand names and logos, shall be observed when using the HOCHTIEF suppliers' portal.
- 2.2 Suppliers shall not make improper use of the HOCHTIEF suppliers' portal. It is, in particular, prohibited to evade security precautions or to take actions which may lead to damage of HOCHTIEF installations.
- 2.3 Information or similar may not be sold, rented or disseminated in any other way, or used for commercial purposes at any time.

3. Warranty and Liability

- 3.1 HOCHTIEF shall not be liable for either the availability or the functionality of the suppliers' portal.
- 3.2 Insofar as the HOCHTIEF suppliers' portal contains information, HOCHTIEF has collated such information with care. It is unbinding, subject to change at any time and serves the sole purpose of providing supplier information.
- 3.3 HOCHTIEF shall be liable for losses arising out of physical injury or damage to health where HOCHTIEF is guilty of a breach of duty. Further HOCHTIEF shall be liable for such losses incurred by deliberate or grossly negligent violation of important obligations arising out of these T&C. Liability for any other losses shall be limited to foreseeable losses which may be typically expected. In this case HOCHTIEF shall in particular accept no liability for

loss of profits, indirect losses or consequential loss (caused by defect). Any liability for compensation beyond that specified in the first to fourth sentences of this clause—irrespective of the legal nature of any claim asserted—is excluded. This shall in particular apply with regard to claims for compensation arising out of fault on conclusion of a contract, “positive breach of contract” (*positive Vertragsverletzung*) or claims arising out of unauthorized action.

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4. Amendments to the T&C

- 4.1 HOCHTIEF reserves the right to amend these T&C at any time. Any such amendments will be notified in an appropriate manner.
- 4.2 Insofar as amendments to the T&C impinge on Suppliers’ rights, the affected Supplier(s) may appeal against such amendment to the T&C within two weeks from the time of the amendment. Once this period has lapsed the amended T&C shall take effect.

5. Copyright

- 5.1 The content of the HOCHTIEF suppliers’ portal is protected by copyright.
- 5.2 HOCHTIEF grants to the Suppliers a non-exclusive and non-transferable right to use information which may be available in the HOCHTIEF suppliers’ portal to the agreed extent. Where a defined scope of use has not been agreed, the Supplier has a right of use corresponding with the purpose pursued by HOCHTIEF.

6. Deletion of registration

- 6.1 HOCHTIEF reserves the right to remove Suppliers who are already registered and included in the suppliers’ portal at any time and without stating grounds, and to block their access to the suppliers’ portal.
- 6.2 Where HOCHTIEF avails of its right as stated at 6.1 above or where the operation of the suppliers’ portal is discontinued, HOCHTIEF shall delete all user data and all other personal data of the Supplier which may be stored. No. 6.3, sentences 2 and 3 shall apply.
- 6.3 Suppliers may apply in writing at any time for the deletion of their registration and inclusion in the HOCHTIEF suppliers’ portal. The deletion of all data transmitted to HOCHTIEF shall take place insofar as this does not im-

pinge on the handling of ongoing contractual relationships. In this event HOCHTIEF shall delete all user data and all other personal data of the Supplier which may be stored as soon as these are no longer required.

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7. Data protection

- 7.1 In collecting, using and processing personal data of the Supplier in the HOCHTIEF suppliers' portal HOCHTIEF observes applicable legislation on data protection and data security.
- 7.2 The Supplier expressly agrees that HOCHTIEF may permanently store and use the data he has provided within the scope of operation of the suppliers' portal.

8. Final provisions

- 8.1 Where a provision of these T&C is or shall become invalid or impracticable this shall not affect the validity of the remaining provisions. The Parties shall replace the invalid and/or impracticable provision immediately with a valid or practicable provision which most closely reflects the economic purpose of the invalid and/or impracticable provision. The same shall apply in the event of any loopholes.
- 8.2 These T&C and all obligations arising therefrom are governed by German law with the exception of the conflict rule of international civil law and the UN Convention on Contracts for the International Sale of Goods.
- 8.3 The sole place of jurisdiction for any dispute arising out of these T&C is Essen.