

## General Terms and Conditions of Purchase and Payment (GCPP) of RWE - Japan 11/2025

### 1. Scope / conclusion of contract

Orders by RWE Supply & Trading Japan Inc. - hereinafter referred to as "Client" - are placed subject to these General Terms and Conditions of Purchase and Payment and also subject to any additional conditions which may be stated in the order.

Deviating terms and conditions of business of the Vendor/Service Provider shall still not be considered part of the contract even where, in individual cases, the Client does not expressly contradict them or where the delivery (goods/services) is accepted. Any confirmations made by the Vendor/Service Provider with reference to its terms and conditions of business are herewith rejected.

The Vendor/Service Provider shall perform the services using reasonable skill and care in accordance with applicable professional standards

### 2. Conclusion of contract, supplement agreements and written form

This contract comes into existence as a result of the Vendor/Service Provider accepting an offer of the Client, i.e. a written (including electromagnetic method: hereinafter same) order of the Client. The declaration of acceptance shall be in the form in which the offer was made.

A purchase order shall be deemed accepted, if the Vendor/Service Provider does not object to the same within 3 business days as of receipt and/or if the Vendor/Service Provider begins with the execution of the ordered goods and services within this period without raising objections.

Unilateral constitutive declarations as well as the exercise of any service determination rights under this contract must be in writing. Writing for the purposes of this contract requires that the relevant document is signed by the issuer with his name in his own hand or the authorized corporate stamp.

### 3. Subcontractors

If the Vendor/Service Provider would like to commission third parties to provide the services, this shall require the prior written consent of the Client. This applies accordingly to the change of or the use of other subcontractors.

### 4. Observance of legal regulations for the protection of the employee

The Vendor/Service Provider undertakes to comply with all legal regulations for the protection of the employee, in particular all regulations with regard to the payment of the minimum wage and to pay the holiday fund contributions pursuant to the applicable relevant law as well as to observe adherence to all applicable regulations concerning its business.

The Vendor/Service Provider shall ensure that its subcontractors meet these requirements and are contractually obligated to do so. Where doubt exists or arises it is obliged to actively seek compliance with the legal regulations.

The Vendor/Service Provider's subcontractors are its immediate and all subordinate subcontractors.

The Vendor/Service Provider shall indemnify and keep indemnified the Client from all possible claims, which are asserted against the Client because of a violation by the Vendor/Service Provider or one of its subcontractors of any employment related, health and safety related or any other relevant regulations. In particular and without limitation to the foregoing the Vendor/Service Provider undertakes to support the Client at Vendor/Service Provider's cost with regard to the defence of putative claims against the Client in the best possible way and to provide the latter with the necessary information/assistance.

The Vendor/Service Provider is further obliged to release the Client from any claims for damages by third parties asserted against the Client by such third parties for reasons based on defective delivery (goods/services) by the Vendor/Service Provider or breach of any third party rights or property and shall assume liability itself.

The Client shall be entitled at all times to demand current evidence regarding the payment of the minimum wage and statutory payments (presentation of pay slips of the employees deployed, proof of payment of statutory payments and records of working hours) from the Vendor/Service Provider and its subcontractors.

The Vendor/Service Provider shall ensure that all of its subcontractors undertake to commit themselves accordingly.

If the Vendor/Service Provider should offend against the obligation to pay the minimum wage and statutory payments or if the Vendor/Service Provider does not provide any evidence asked for by the Client as above within a reasonable period set by Client, the Client shall be entitled to terminate the Contract with immediate effect upon written notice.

In the event of infringement of the obligation to pay the minimum wage or statutory payments by a subcontractor of the Vendor/Service Provider or to provide any evidence the Client shall be entitled to terminate the Contract with the Vendor/Service Provider without notice, unless the Vendor/Service Provider hasn't already immediately terminated the contractual relationship with the subcontractor.

In the event of justified termination without notice the Client shall be entitled to have the services, which have not been performed yet carried out by a third party at the expense of the Vendor/Service Provider.

### 5. Code of Conduct

The Client expressly refers to RWE's Code of Conduct which applies within the RWE Group and may be viewed at the following web address: [www.rwe.com/suppliers](http://www.rwe.com/suppliers). The Client expects the Vendor/Service Provider to support compliance with the regulations and principles expressed in the Code of Conduct and, in particular to commit itself to supporting and implementing the principles on human rights, labour relations, the environment and anti-corruption laid down under Global Compact initiative of the United Nations ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

### 6. Shipment

Shipment instructions, in particular shipment addresses, must be observed in precise detail. Costs incurred due to non-compliance with the shipment instructions shall be for the account of the Vendor/Service Provider, unless the Vendor/Service Provider proves that it is not responsible for them.

Dispatch notes must be sent together with easily identifiable order details to the Client, the shipment

address, and to any other addresses of recipients indicated in the order and must be enclosed with the shipment.

## **7. Deadlines / acceptance**

The delivery times/deadlines of performance indicated in the order are binding. The Vendor/Service Provider undertakes to notify the Client immediately if circumstances occur or are identified which indicate that the delivery time agreed upon or the deadline of performance agreed upon cannot be met.

Performance under a service contract is subject to formal acceptance with a record. The Vendor/Service Provider undertakes to notify the Client of the completion of services. No delay or failure of the Client to enforce the terms of a contract shall be construed as a waiver of any right or remedy arising from such non or defective performance of this contract; including without limitation, the use or the putting into operation of such goods or services supplied under a contract.

This provision does not apply to such contracts for which acceptance is excluded for material technical reasons.

## **8. Changes of the scope of delivery and performance**

Changes to the scope of delivery and performance (including contractually agreed deadlines) of contracts concerning the performance of services (e.g. contract for services) may be requested of the Vendor/Service Provider by Client. To the extent that this is reasonable for the Vendor/Service Provider in any exceptional individual case, the Vendor/Service Provider shall comply with any such request. The effects thereof, particularly any increase or reduction in cost or any effects on delivery deadlines, shall be appropriately taken into account and should be put down in writing between Client and Vendor/Service Provider before execution of the performance starts. In case of risks of delays or danger in delay Client shall be entitled to stipulate that Vendor/Service Provider starts to perform even if such a written Agreement does not exist yet. Vendor/Service Provider will comply with this request.

## **9. Prices**

Except where expressly agreed otherwise, the prices stated in orders are fixed prices. Where no prices are stated, the Client reserves the right to acceptance of the prices calculated subsequently. Unless agreed otherwise in writing, prices are free delivered, including packing, duty and insurance up to the stated shipment address/place of use. If the Client does not wish to keep the packing, it shall be returned at the expense of the Vendor/Service Provider and the packing costs invoiced shall be reduced; this also applies to pallets of all types, including pool pallets.

## **10. Securities / guarantees**

Securities and guarantee shall be agreed for each individual contract inasmuch as the Client is not already entitled to demand the same under applicable law.

## **11. Billing and payment**

The invoice must meet the requirements of relevant, Japanese Consumption Tax regulations and other applicable regulations, including tax, in Japan. A single copy of the invoice is to be sent to the invoice recipient stated in the order and to the invoice address indicated there.

Prepayments/progress payments made must be shown individually in the invoice. Vendor/Service Providers

must indicate the information which is necessary under applicable regulations, including tax, on the invoice. In the event of lump sum prices, the Vendor/Service Provider must have completion of the work certified by the Client.

All payments by the Client are subject to the following conditions:

- a) Correct and complete delivery duly accepted by the Client in writing
- b) Provision of the securities/guarantees agreed in the individual contract
- c) Receipt of a correct invoice based upon these requirements
- d) Receipt of confirmation of correct quantities and quality (agreed specifications, time sheets, plant certificates, expert opinions, acceptance reports etc.) inasmuch as included in the scope of supply.

Provided the above mentioned terms of payment have been met, payment shall be made according to terms of payment as agreed in the order. Payments are always made subject to adjustment in the event that objections should be made subsequently. Withholding Taxes will be deducted at the time of making the payments, as may be necessary as per the applicable rules and regulations.

## **12. Assignment of receivables / setoff**

The Vendor/Service Provider is not entitled to assign receivables from the Client to third parties or to have them collected by third parties, unless the Client has given its prior written consent.

## **13. Title / provision of materials / processing / risk transfer**

Upon delivery, the shipment becomes the property of the Client; this is without prejudice to simple retention of title in favour of the Vendor/Service Provider.

Materials provided by the Client shall be separated by the Vendor/Service Provider from other materials, marked as being the property of the Client, and kept with the due diligence of a prudent manager (Zen-kan-chyui-gimu). The Vendor/Service Provider is obliged to prevent access by third parties and to inform the Client immediately on request of any changes in the quantity (such as theft, loss and destruction) or condition (such as loss of application) of the materials provided.

Processing or transformation is carried out by the Vendor/Service Provider on behalf of the Client. In the event that goods for which the Client has reserved title are processed together with other objects not belonging to the Client, the Client shall acquire joint ownership of the new object pro rata the purchase value plus applicable consumption taxes of the property of the Client relative to the other objects processed at the time of processing to the extent permitted by applicable laws. This last point applies accordingly for mixing and combining, unless another object which does not belong to the Client is considered to be the principal object.

Risk transfers to the Client on receipt of the delivery in the receiving plant or at the receiving point specified by the Client; for deliveries for which acceptance takes place at the receiving point on acceptance. On collection by the Client, the risk transfers to the Client as soon as the shipment has left the Vendor/Service Provider's site.

In the case of dismantling or repair work at the Client's premises materials and components etc. removed, or excess materials provided by the Client, must be returned to the Client in an orderly manner.

## **14. Rights to use / industrial property rights / inventions**

The Vendor/Service Provider shall grant the Client, without further costs, a non-exclusive, non-revocable, temporally and geographically unrestricted right of use regarding the subject of the delivery and performance as well as any protective rights related to these subjects of the delivery and performance. The right of use may be transferred or sublicensed to direct and indirect subsidiaries of RWE AG.

To the extent that new inventions eligible for patent/utility patent protection arise as part of order execution, the Vendor/Service Provider shall grant the Client, the property thereto, including the right to file the patent application in his own name or by acting as an agent. The Vendor/Service Provider has to provide evidence if he pleads that the patent/utility patent has not been generated in connection with the order.

To the extent that other new work results eligible for property right protection arise as part of order execution, the Vendor/Service Provider shall permanently grant the Client an exclusive, non-revocable, temporally and geographically unrestricted right of use thereto. The right of use may be transferred or sublicensed to direct and indirect subsidiaries of RWE AG. The Client shall also acquire the right to exploit the new work results, in particular to reproduce, redesign and publish it. The Vendor/Service Provider has to provide evidence if he pleads that the work result has not been generated in connection with the order.

## 15. Warranty

The Client has full recourse to statutory warranty claims. The Vendor/Service Provider accepts a statutory warranty covering any defects in the shipment/service for the period beginning with the delivery or acceptance of the respective service for a period as mentioned in the order.

Any faults or defects occurring during the warranty period - e.g. due to execution not in compliance with the contract, sub-standard materials, or non-compliance with statutory regulations or recognized engineering standards or otherwise - must either be remedied by the Vendor/Service Provider at its own expense or replaced by a new delivery executed in compliance with the contract, at the discretion of the Client.

If the Vendor/Service Provider fails to remedy the faults and defects in response to the Client's first complaint within the reasonable deadline set, the Client shall be entitled, without further notice or setting of a period of grace, to remedy them itself or have them remedied by third parties, and to deduct the expenses incurred from the Vendor/Service Provider's invoice or to charge these to the Vendor/Service Provider's account.

In those cases in which subsequent performance fails, the Client is entitled to a price reduction. This is without prejudice to claims for damages, in particular claims for damages instead of performance.

## 16. Third-party property right

The Vendor/Service Provider undertakes that all goods and services to be provided by it are unencumbered by third party rights. In the event of an infringement of property rights of third parties, the Vendor/Service Provider shall, at the discretion of the Client, procure for the Client the rights to use the goods and services or change them in such a way that it is no longer encumbered by third party rights.

Furthermore, the Vendor/Service Provider shall indemnify the Client among themselves against all claims asserted by third parties with respect to infringements of property

rights. Further claims and rights to which the Client is entitled under law in this respect shall remain unaffected. Such obligation of exemption shall remain in force for a period of 10 years after time of performance.

## 17. Liability for cartel law offences (anti-trust law violations)

Should the Vendor/Service Provider in respect to the contractual services, be demonstrably involved in an unlawful restraint of competition prior to this Contract and / or before or after this Contract, act in a manner which is anti-competition, it shall be required, irrespective of the other liability as may arise, to pay liquidated damages in the amount of 1.5% of the contract value, unless a damage has been calculated for a different value. This also applies if the Contract has been terminated or already been fulfilled. Other rights of the Client remain unaffected.

## 18. Insurance

The Vendor/Service Provider undertakes at its expense to take out an appropriate business liability insurance policy, to include processing damage, and to maintain that insurance for the entire duration of the contract until expiry of all periods of limitations. At the request of the Client, the Vendor/Service Provider undertakes to provide the Client with a confirmation of coverage by the insurer.

## 19. Termination

The Client is entitled to terminate service contracts at any time. In such an event, the Vendor/Service Provider shall receive that part of the remuneration that corresponds to the performance so far carried out in proportion to the overall performance, unless the Vendor/Service Provider can prove that its costs in respect of the services not yet provided are lower.

However, where termination is as a result of the Vendor/Service Provider's fault, the Vendor/Service Provider shall be liable for compensation for loss incurred by the Client as a result of the termination, including any consequential loss.

The Client may terminate the contract at any time:

- a) if the business license of the Vendor/Service Provider has been revoked or suspended by the supervisory authority.
- b) when the Vendor/Service Provider receives a disposition of suspension of transactions or an equivalent disposition from a financial institution, clearing house or electronic claims recording institution.
- c) when a third party has filed a petition for seizure, provisional seizure, provisional disposition, or other compulsory execution or auction against the Vendor/Service Provider, or the Vendor/Service Provider has received a disposition for delinquent payment of taxes and public dues.
- d) in the event of a petition for civil rehabilitation, corporate reorganization, special liquidation, bankruptcy or other legal arrangement for the Vendor/Service Provider.
- e) when the Vendor/Service Provider has fallen into a state of suspension of payments or the inability to pay debts, a disposition by suspension of clearing house transactions is made to it, or has been subject to a disposition of inability to pay debts or equivalent for electronically recorded claims.
- f) if the Vendor/Service Provider resolves to dissolve or merges with another company without giving due notice.

## 20. Health and safety and environmental stipulations

To prevent accidents at and near Client's premises and thus maintain the health of the staff members of the Client,

Vendor/Service Provider/Sub-contractor, the Client expects the Vendor/Service Provider to consistently implement the utmost occupational safety requirements of high standards.

In the course of execution and implementation of the contract, the Vendor/Service Provider is obliged to observe the applicable provisions and recognized engineering standards, especially with regard to industrial health and safety, as well as the provisions applicable under construction, trade and traffic laws (in particular, supervisory and traffic safety duties on construction sites and other workplaces); this shall also apply to the applicable environmental protection and waste management regulations.

Supplies and services must comply with the laws, regulations and directives prevailing at the time of the delivery and/or acceptance.

The Vendor/Service Provider is responsible to ensure compliance with all local applicable regulations in relation to occupational health and safety regulations and should also ensure that these are also duly complied with by sub-contractors if any.

Except where provided for otherwise by individual contract, the Vendor/Service Provider shall be responsible as the party producing the waste for any waste produced, such as packaging materials, material residues, offcuts etc. On accepting the order, the Vendor/Service Provider affirms that it will immediately properly dispose of any waste it produces in line with the relevant legal requirements.

The Client shall be entitled to carry out checks to determine whether the Vendor/Service Provider or any subcontractor has lived up to its public, legal and contractual obligations. To that end, the Client shall be entitled to inspect the documentation to be kept by the Vendor/Service Provider, sub-Vendor/Service Provider/Contractor, in accordance with the legal regulations. The Vendor/Service Provider shall further inform the Client on request, in particular, concerning the transport, appropriate vehicles, transport routes and locations of the respective plants and/or storage sites, in advance.

## **21. Confidentiality**

The Vendor/Service Provider shall and shall ensure that its own personnel and that of its subcontractors maintain the confidentiality of all commercial and technical information not already in the public domain that becomes known to them by virtue of the business relationship (also including the date/period of any overhaul or measure) as business secrets and not to make it available to third parties. All employees, including those of the Vendor/Service Provider's subcontractors must be obliged accordingly.

## **22. Data Protection**

The Client is entitled to collect, process and use contact and contract data obtained under the contractual relationship and to pass on such data to companies affiliated with RWE AG.

To safeguard operational routines and to meet Client's safety requirements, the performance of orders involves the collection, processing and use of personal data, in particular, to data and images of security components (e.g. ID cards, ID card management systems, time/access

and video systems, etc.), of Client's IT and telecommunication components as well as to infrastructures connected with the same.

The Vendor/Service Provider shall ensure that any personal data relating to employees of the Client it receives are not abused or shared with third parties and shall take such measures concerning the use and storage of such data as the Client requires from time to time. Where applicable, any ID cards shall be visibly displayed by the relevant persons on Client's premises; any loss shall be reported to the Client immediately.

Any information processing and/or telecommunications resources supplied by the Client (e.g. personal computers, land line telephones, mobile telephones, smart phones, software, Internet access, e-mail, etc.) may only be used as part of performing an order and shall not be used for private purposes.

The Vendor/Service Provider shall ensure that all its agents entrusted with performing an order (e.g. permanent staff, temporary staff etc.) are instructed concerning the aforementioned points before the performance of work/services and that they are placed under equivalent commitments. Any such agents shall subsequently also be placed under an obligation to assume proper conduct and to comply with the Client's relevant regulations.

When engaging subcontractors, the Vendor/Service Provider shall ensure that those subcontractors enter into the same commitments through suitable contracts.

The Vendor/Service Provider shall provide evidence of implementation of these points towards the Client upon request.

Any details shared by the Client shall not be used for the purpose of advertising or market/opinion research unless written permission has been given for this purpose by the Client or the agreed service allows this explicitly.

## **23. References / advertising / photography**

Without prior consent by the Client, the Vendor/Service Provider is not entitled to use information concerning intended or existing contractual cooperation for reference or marketing purposes. Also, photography on the property and/or construction sites of the Client, and any kind of publication in this respect are prohibited without the prior written consent of the Client.

## **24. Place of performance / jurisdiction / choice of law**

Place of performance for supplies and services provided by the Vendor/Service Provider is the shipment address/place of use indicated by the Client, or the agreed place of the provision of services.

The Tokyo District Court or the Tokyo Summary Court shall have exclusive jurisdiction in the first instance in the event of the need for litigation in relation to this contract.

This contract is governed by the laws of Japan.

## **25. Exclusion of antisocial forces**

The Client and the Vendor/Service Provider shall make the following representations and warranties to the other party, now and in the future:

- a) Not being a member of an organized crime group, a member of an organized crime group, a quasi-



member of an organized crime group, a person related to an organized crime group, a corporate racketeer, or any other anti-social force (hereinafter collectively referred to as "anti-social forces").

- b) Not be a person who has ceased to be a member of an antisocial force within the past five years.
- c) Anti-social forces are not substantially involved in the management of the company.
- d) The director, executive officer, advisor, counsellor or other person with control over the business, regardless of name, or the auditor is not an antisocial force.
- e) No use of anti-social forces.
- f) Not being involved in providing funds or benefits to antisocial forces.
- g) No socially accusable relationships with antisocial forces.

The Client and the Vendor/Service Provider may cancel this contract without notice to the other party if the other party breaches any of the items of the preceding paragraph. In this case, the terminator shall not be required to compensate or indemnify the other party for any loss or damage incurred by the other party, and if such termination causes any loss or damage to the terminator, the other party shall indemnify the terminator for such loss or damage.

## **26. Severance**

If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.