

Additional Terms and Conditions of the Plant Regulations for External Companies at Aurubis AG, Hamburg Plant

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1. Rental contract for external company base

If it is clear that a separate company base (e.g., containers, spaces, rooms) is required for >12 months to carry out work on the plant premises, a separate rental contract has to be entered into with Aurubis for the use of the work area for the external company base.

This excludes construction site facilities in direct proximity to the construction site that are required for an individual assignment.

The relevant person overseeing external companies shall be notified of the space/room requirement.

2. Risk and liability

Presence on the plant premises is associated with the hazard risks inherent to an industrial company and occurs at one's own risk. External companies must provide protective measures for the benefit of employees and property as well as third parties against accident risk and other damages. The use of equipment, materials, etc. of other external companies takes place at one's own risk. Entry to the individual plant sectors and facilities is only permitted for the areas that are necessary to carry out the assignment at hand. It is prohibited for employees of external companies to be present in plant sectors and facilities that are not required to carry out the assignment at hand. Aurubis is not liable for damages unless these damages were caused by Aurubis deliberately or due to gross negligence.

3. Insurance protection

Even if it is taken onto Aurubis plant premises with Aurubis' permission, property of the external company is not insured by Aurubis, especially against risk of fire and theft. The external company itself must ensure sufficient insurance protection.

4. Work for third parties

Work for other parties apart from Aurubis may not be carried out in the plant unless the work is intended for Aurubis.

5. Working hours

The regulations of the German Working Hours Act must be observed. Any deviation from this law requires a separate agreement with Aurubis. If exception permits are required, the external company must obtain them from the Occupational Safety Agency. Aurubis must be informed in each instance.

6. Personnel placement

The external company is obligated to entrust only reliable, experienced, and sufficiently qualified employees with the execution of the work. Employees may only be used if they have

a valid residence and work permit, they are insured with an employer's liability insurance association, and the contributions have been paid. Furthermore, the external company is obligated to register the employees at hand under social insurance law and to pay social insurance contributions and payroll tax in accordance with regulations.

7. Using subcontractors

The external company shall perform all services – including any upstream manufacturing obligations – on its own responsibility. Furthermore, it shall perform all services – to the extent possible – on its own premises. With Aurubis' prior written agreement, the external company may utilize subcontractors to perform services on its own behalf. The external company maintains full responsibility towards Aurubis.

The external company shall subject its subcontractors to the same obligations from the individual contract and from collective bargaining and legal regulations.

8. Information requirements

External companies are obligated to inform Aurubis promptly in writing and to obtain a written decision if they are of the opinion that instructions Aurubis has issued compromise or render impossible the fulfillment of regulations, contractual obligations, or guarantee obligations the external company is supposed to observe, or adherence to the established end date. The same applies if an external company has concerns that the prior work of other contractors could negatively impact the quality of its own work or would require additional work from the external company.

9. Verbal agreements

Verbal agreements are only valid if Aurubis has confirmed them in writing.

10. Proof of performance

A formal acceptance in the work contract/a written confirmation of performance is required from Aurubis. The formal acceptance/confirmation of performance is issued under the condition that the external company has completely finished the work in its individual contracts and an initial functional test has not resulted in any significant defects.

In the process, the criteria of the individual contracts (e.g., performance values) and the rules of engineering (e.g., VDE, DIN, EN) are reviewed.

The Inspection Report or Work Performance Record forms from Aurubis, which the external company receives prior to starting its work, shall be used for the verification of the formal acceptance/confirmation of performance.

If a formal acceptance/confirmation of performance is out of the question due to the nature of the service and this has been agreed upon in an individual contract, the service is considered accepted if Aurubis does not raise any objections within 12 working days. In the cases without formal acceptance/written confirmation of performance, the external company is obligated to notify Aurubis of the performance of the service using the Notification of Completion form. Aurubis' objection period starts upon Aurubis' receipt of the Notification of Completion.

The formal acceptance/confirmation of performance shall be issued in legible form. The following information shall be provided clearly in the document:

1. Name of the external company
2. Aurubis order number
3. Date of service fulfillment
4. Clear description of the scope of services
5. Confirmation of service fulfillment by the responsible Aurubis employee with signature and date
6. Name of Aurubis employee written legibly (in print or stamp)
7. Name of external company employee written legibly (in print or stamp) with signature

If significant parts of the service have not been performed and/or the final technical documentation is not available upon acceptance/confirmation of performance, Aurubis is authorized to withhold acceptance/confirmation of performance.

If Aurubis issues acceptance/confirmation of performance despite defects, this shall be documented in writing in the acceptance/confirmation of performance.

Aurubis will restart the facilities following acceptance/confirmation of performance.

11. Invoicing

A copy of the inspection report, the work performance record, and – if agreed upon in the individual contract – the Notification of Completion must be included with the (final) invoice.

Invoices shall be sent to the following postal address:

Aurubis AG
Postfach 10 48 40
20033 Hamburg
Germany

Names of individuals or departments should not be included in the billing address.

Special requirements must be observed for digital invoicing, which Aurubis will provide upon request.

12. Written release

If the external company's work comprises construction services pursuant to Section 48 b (1) sentence 1 of the German Income Tax Act, the external company shall submit a written release from the responsible tax authority before the work begins at the latest. If the external company does not fulfill this requirement, Aurubis is obligated to deduct 15 % from every gross payable amount and to transfer it to the tax authority responsible for the external company.

13. Collectively agreed wage and minimum wage

The external company guarantees Aurubis that it will comply with the collective bargaining law provisions of all collective agreements valid for it regarding its employees.

Within the scope of contract fulfillment, the external company guarantees that it will follow all legal regulations, especially those of the currently applicable version of the German Minimum Wage Act (Mindestlohngesetz – MiLoG) dated August 11, 2014, and pays its employees at least the legal minimum wage, as long as the applicable collective wage agreements or work contracts do not stipulate a higher wage.

The parties make it clear that minimum wage refers to the regular hourly wage per hour, without including special allowances, without piecework wage components, and without including holiday pay, vacation pay, benefits in kind, bonuses, gratuities, or reimbursement of expenses.

The external company guarantees that it will not circumvent the legal minimum wage regulations.

Within the scope of the contract, the external company releases Aurubis from all claims in connection with Section 13 of the MiLoG. This also applies to any required costs that Aurubis incurs due to the enforcement of claims on the part of employees or third parties (e.g., social insurance carriers). These also include lawyers' fees pursuant to the German Lawyers' Compensation Act (RVG) for any necessary legal defense in or out of court.

14. Confidentiality obligation

For the protection of Aurubis' business and trade secrets, the external company and those associated with it are obligated to keep all of the collected knowledge and experience about Aurubis, especially regarding plant equipment, business processes, work methods, and company data, absolutely confidential, unless it can be verified that this information is common knowledge and has been publicized. The confidentiality obligation remains even after the work at Aurubis has ended. Recordings require prior approval by the responsible Aurubis department. Aurubis documents may only be taken from the plant with prior approval by the responsible Aurubis department. The external company and those associated with it are liable for all damages that arise from a breach of these obligations.

15. Compliance

The external company shall observe all applicable laws, provisions, and directives, or any other regulations combating bribery and corruption, in particular the UK Bribery Act and the US Foreign Corrupt Practices Act, summarized from now on as "regulations," and not to engage in any function, activity, or conduct (e.g., the requesting, offering, promising, approving, giving, or receiving of any unlawful payments or other benefits) that constitutes criminal action according to the regulations stated. The external company shall inform Aurubis promptly of any circumstances that could constitute the violation of the regulations stated.

The failure to observe this clause is a significant violation of this contract and entitles Aurubis to cancel the framework contract and all open individual contracts without notice in the case of culpability.

Aurubis is not liable for claims, losses, or damages that arise in connection with non-compliance with this clause on behalf of the external company. The external company shall release Aurubis from and hold Aurubis harmless against such claims, losses, or damages.

16. Severability clause

If one or more provision of this agreement is or becomes completely or partially ineffective or void, or this agreement contains a gap, the effectiveness of the other provisions in these regulations shall remain unaffected.

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