Part A – GENERAL PROVISIONS

1. Scope of Application

1.1. The GPC form for general purchasing orders ("PO") issued by Nordex Energy GmbH and any of its affiliated companies ("Purchaser") for supplies (Part B) and services (Part C) to be provided by Contractor. Affiliated companies of Nordex Energy GmbH legally independent entities, including Nordex Energy GmbH directly or indirectly, through one or more intermediaries, controls, is considered commercially normal control with Nordex Energy GmbH ("control" meaning the possession of the power to direct the management or policies of an entity, directly or indirectly, whether through the ownership of voting securities by contract or otherwise).

1.2. Purchaser hereby expressly rejects any general terms and conditions of Contractor irrespective of whether or not, how and when such terms and conditions of Contractor have been transmitted to Purchaser and whether or not they are referenced in any offer or order form.

1.3. Any agreements made orally, as well as modifications or amendments of the PO, shall be confirmed by Purchaser in writing; otherwise, they shall not have any binding effect and shall not become part of the Contract as defined in Clause Error! Reference source not found.

1.4. To the extent that any contract or agreement is not stipulated otherwise in the respective Clause, the electronic transmission which enables a durable record of the content of the declaration shall be equivalent to the written form.

2. Creation of Contract

2.1. By the issuance of an order confirmation ("Order Confirmation") of the PO, Contractor expressly confirms receipt and acceptance of the PO and these GPC ("Contract"). The issuance of such Order Confirmation shall be made within three (3) business days after the receipt date of the PO.

2.2. Alternatively, the PO and these GPC shall be deemed accepted by Contractor if within the above-mentioned three (3) business days Purchaser has not received Contractor’s refusal in writing to the PO. However, in such case, unless (i) the Contractor starts to supply the Items ordered / starts to perform the services ordered within five (5) business days after the PO or (ii) it accepts payment within such time limit that he will start in due course, Purchaser is entitled to cancel the PO and return the advance payment within thirty (30) days from receipt of the PO.

2.2.1. The Order Confirmation shall include, as a minimum, the PO number, number of Supply Items and/or Services ordered, price per Supply Item and/or Service, time of delivery, and terms of payment.

2.3. The Contract includes the PO, these GPC and additional agreements, modifications or amendments concluded between the Purchaser and Contractor in writing, or accepted by Purchaser in writing. Unless otherwise agreed in writing, all terms of the PO and these GPC, in the event of conflict between the documents making up the Contract, the order of precedence shall be: (1) the additional agreement, modifications or amendments concluded between the Parties in writing; (2) the PO; and (3) the GPC.

3. Documents / IP Rights

3.1. Purchaser hereby retains any and all property rights, including copyrights and other intellectual or industrial property rights, regarding figures, drawings, models, samples, calculations, design drawings and other documents and/or records ("Property Rights") that it provides to Contractor for the performance of the Contract. Contractor is not entitled to use such Property Rights for any purpose other than the proper performance of the Contract, make them available to third parties or copy them without Purchaser’s prior written consent. After performance of the Contract, Contractor shall delete any electronic data and return any documents regarding Property Rights in its possession or control at its own cost. Contractor shall be liable for any and all damage caused to Purchaser and any affiliated company of Purchaser within the meaning of Section 1.1 by its failure to comply with the above-mentioned stipulations.

3.2. Contractor remains solely responsible for the completeness and validity of all drawings, calculations, design drawings and other documents provided by Purchaser and prepared for the performance of the Contract. The same applies if Contractor agrees to the use of such documents, provides suggestions orparticipates in the drafting of such documents.

3.3. Any know-how, intellectual property rights, including, without limitation, inventions, utility models, patents, trademarks, service marks, design rights (whether registered or unregistered), computer program rights (including database rights), copyright and other application for any of the foregoing, developed by the Contractor, or on behalf of the Contractor, with in connection with (i) a specifically agreed development or service under the Contract, or (ii) a Purchaser specific modification of Contractor’s Supply Items or Service ("New IP Rights") shall become the property of Purchaser upon its creation and is covered by the corresponding price. In addition to a detailed notification to Purchaser, Contractor is under a duty to secure the assignment of such New IP Rights to Purchaser.

3.4. Notwithstanding the above, in order to assign ownership, Contractor hereby grants Purchaser in advance an unconditional, irrevocable, transferable and worldwide license to use any New IP Rights, either in their original or in any modified form. The royalty for such license is compensated by the corresponding price. Such license is exclusive for a period of seven years after delivery of the first Supply Item incorporating the New IP Rights ("Exclusivity Period"). For the time after the Exclusivity Period the license is granted as a non-exclusive license. During the Exclusivity Period the Contractor shall use any New IP Rights other than for the purposes of the Contract.

3.5. If the New IP rights have been assigned to Purchaser in accordance with clause Error! Reference source not found., the Contractor neither shall use any New IP Rights for its own purposes.

3.6. In the case of the Contractor making use of its own existing intellectual property rights ("Back-ground IP") in the work result or to manufacture the Supply Items, then the Contractor must disclose this without undue delay after gaining knowledge or the extent Purchaser wants to use the Back-ground IP. Contractor hereby undertakes to use the New IP the Contractor grants Purchaser a non-exclusive unconditional, irrevocable, transferable and worldwide license to use the Back-ground IP. The Contractor shall provide all necessary and corresponding supporting documentation, as may be available. In case, following the conditions of any applicable double taxation treaty between Purchaser’s country and Contractor’s country of tax residence, a reduced withholding tax rate is applicable, then Contractor should apply this reduced rate, provided that it receives in due course the relevant supporting documentation required by tax legislation of Purchaser’s country and Contractor’s country of tax residence. In such case supporting documentation is not provided upon Purchaser’s request or Purchaser has reasonable grounds to believe that provided documentation is not compliant with requirements set forth by the Purchaser's country of tax residence, Purchaser will withhold tax in accordance with regular applicable rates stipulated by relevant tax authorities and will be entitled to charge extra cost to Contractor. Contractor is required to operate with each other for their respective tax applications and reports to any governmental authorities in respect of all taxes and duties due, including any taxes to which Contractor might become subject in the course of the business. Any such payments made by Contractor to these authorities shall be refunded if and to the extent such funds were paid to Purchaser where such refund is available.

3.7. Any and all property rights, if applicable, shall be borne by Contractor in full and Contractor shall provide to Purchaser a payment proof of any stamp duties payable with regards to the PO within ten (10) calendar days after accepting Purchaser’s PO.

3.8. The fulfillment of the PO is expressly subject to the effective payment of the invoice amount. If the Contractor fails to effect a payment of the invoice amount within the lapse of a forty five (45) calendar day period commencing upon receipt of the Contractor’s invoice (45EOM5). If Purchaser has agreed to partial payments, then the payment term shall constitute a receipt of payment on the due date.

3.9. Any payment delay by Purchaser is only an express written payment reminder of Contractor setting an alternative invoice end date and due date in the invoice for the payment. If the Purchaser does not pay within the grace period, the interest rate for late payments shall be five (5) percentage points above base rate.

4. Set-off; Right ofRetention

4.1. Notwithstanding the statutory right of retention and set-off, Purchaser is entitled to set-off any of its claims against the Contractor or affiliated companies of Contractor, i.e. any legally independent enterprises in which Contractor directly or indirectly holds a majority ownership interest or with which a majority of the ownership interest in the Contractor, is or indirectly or directly controlled by or is controlling directly or indirectly the Contractor.

4.2. Contractor is entitled not to withhold the performance of its obligations under the Contract in case of a dispute over the amount of the remuneration payable to Contractor, except where the amount claimed is undisputed or have been decided with binding legal effect.

4.3. In case of a warranty claim for a PO, which has already been paid in full by Purchaser, Contractor is entitled to hold such payment or part thereof as security for the full amount until rectification of the respective defect. Purchaser shall notify Contractor of such retention without undue delay. The statutory rights of retention of the Purchaser remain unaffected hereby.

5. Assignment

5.1. Contractor is not entitled to assign any claims arising out of or in connection with the Contract without Purchaser’s prior consent in writing. Purchaser’s consent is deemed for claims that are subject to factoring arrangements initiated or supported by Purchaser.

6. Indemnification, Damage Compensation

6.1. Contractor shall indemnify and hold harmless Purchaser for any and all damages, losses, costs, including but not limited to costs for legal defense, and expenses attributable to (a) defects or non-conformity of the PO and/or (b) infringement of statutory or administrative safety regulations, (c) infringement of regulations for protection of the environment, (d) infringement of intellectual and industrial property rights or (e) exclusions breach of the Contract and/or applicable legal regulations, unless the Contractor can demonstrate that it has no fault of any kind. Any further statutory rights of the Contractor remain unaffected.

6.2. With the exception of a warranty claim for any defect, Contractor hereby agrees to not set-off or counterclaim, to the extent permitted by law, the liability of Purchaser for any and all losses, injuries, or damages of the Contractor shall be excluded, including the liability for any ancillary persons.

9. Insurance Cover

9.1. During the performance of the Contract and until the expiry of the warranty period or a period of ten (10) years after the delivery of the Supply Item and/or service, the Contractor shall procure and maintain professional liability insurance and – to the extent the Contractor is supplying Supply Items – product liability insurance with a suitable insurance coverage of not less than 5 million EUR. The Contractor shall provide evidence of the corresponding amounts of insurance. For the performance of any of the foregoing, developed by the Contractor, or on behalf of the Contractor, with in connection with (i) a specifically agreed development or service under the Contract, or (ii) a Purchaser specific modification of Contractor’s Supply Items or Service ("New IP Rights") shall become the property of Purchaser upon its creation and is covered by the corresponding price. In addition to a detailed notification to Purchaser, Contractor is under a duty to secure the assignment of such New IP Rights to Purchaser.

9.2. The Contractor shall indemnify and hold harmless Purchaser for any and all damages, losses, costs, including but not limited to costs for legal defense, and expenses attributable to (a) defects or non-conformity of the PO and/or (b) infringement of statutory or administrative safety regulations, (c) infringement of regulations for protection of the environment, (d) infringement of intellectual and industrial property rights or (e) exclusions breach of the Contract and/or applicable legal regulations, unless the Contractor can demonstrate that it has no fault of any kind. Any further statutory rights of the Contractor remain unaffected.

10. Sub-Suppliers; Sub-Contractors

10.1. Contractor shall not assign or subcontract any of its obligations under the PO without the prior written consent of the Purchaser.

10.2. Contractor shall require its sub-suppliers and sub-contractors to provide Purchaser with the same undertakings as are set out in these GPC.
Contractor is fully responsible and liable for any of its sub-suppliers and sub-contractors. Contractor shall ensure that all its sub-suppliers and sub-contractors hold the required professional qualification and are able to fulfil the quality standards agreed with Purchaser. Purchaser is entitled to request information about the proficiency and the existence of the required professional qualification of Contractor’s sub-suppliers and sub-contractors if (a) continued quality failures occur or (b) serial defects are or are deemed to be present and the identity is required to investigate the respective root cause.

11. Data Protection
Contractor undertakes to comply with applicable data protection law, in particular the provisions of the EU General Data Protection Regulation (GDPR). The processing of personal data is permitted to Contractor by Purchaser with the scope of the supply relationship or for the purpose of providing services, is only permissible for the purpose of fulfilling the Contract. Processing for other purposes, particularly for the Contractor’s and third parties’ own purposes, is not permissible.

12. Code of Conduct

13. Invalidity
Should any provision or part of a provision of the Contract (including these GPC) be or become invalid or unenforceable, or should it contain an unintended contractual gap, then the invalid or unenforceable provision shall be severed from the remainder of this Contract and the remainder of the Contract shall not be affected. Any such invalid or unenforceable provision shall be deemed replaced, or any gap deemed to be filled, with applicable provision, which corresponds with the economic purpose and object of the provision and/or the Contract and as far as legally permissible, shall come closest to the parties’ original intentions for that intention which the parties would have had, had they considered the issue.

14. Confidentiality
14.1 Contractor shall maintain the confidentiality of any technical, economic, or commercial information disclosed by Purchaser regardless of whether these are explicitly identified as being “confidential” or “proprietary” or which must be regarded as owing to the nature of the information (“Confidential Information”) and it shall not disclose or make available Confidential Information to any third party, either directly or indirectly, for purposes other than those set forth in the Contract. Upon Purchaser’s request, Contractor shall promptly return any Confidential Information to Purchaser or destroy any tangible copies.

14.2 The Contractor shall protect all Confidential Information from access to and notice by third parties. In particular, the Contractor shall take all necessary technical and organizational steps such as access control, equipment, data access, training, using state-of-the-art encryption technology, and ensure at all times that all Confidential Information is at least as secure as or more secure than Confidential Information maintained by the Contractor and shall apply at least the same diligence it uses to protect its own confidential and proprietary information, but at least the reasonable diligence customary in the relevant industry.

14.3 Information shall not be deemed Confidential Information to the extent the Contractor can demonstrate that such information:
- was previously known to the Contractor, was generally known, or freely accessible to the public at the time it was disclosed or made accessible;
- became generally known or freely accessible to the public after the time of disclosure or making accessible without any direct or indirect breach of a confidentiality obligation toward Purchaser;
- was disclosed to Contractor by a third party or by the Contractor to a third party outside the scope of a confidentiality obligation toward Purchaser after the time of disclosure or making accessible;
- was created or developed by Contractor without using or referencing to the Confidential Information of Purchaser; or
- was expressly marked or described in writing by Purchaser as not confidential.

15. Governing Law; Jurisdiction
15.2 Exclusive place of jurisdiction for all disputes arising out of or in connection with the Supply Items and/or the Contract and/or the subcontractor relationships, and any claim by Contractor or Purchaser with respect to the Supply Items and/or the Contract shall be furnished with the Barcelona Court, Spain. However, either party may also pursue claims against the other party (defendant) before the courts having jurisdiction for the defendant’s general place of jurisdiction.

Part B – SUPPLY

16. Delivery; Transfer of Risk, Delay
16.1 Unless otherwise stipulated in the PO, the items named in the respective PO ("Supply Items") shall be delivered DDP at the place designated in the PO according to INCOTERMS 2020.
- Contractor shall also be responsible for the unloading of the Supply Items at its own cost and risk at the place of delivery; and
- Transfer of risk and transfer of title to the Purchaser shall occur upon completion of the unloading of the Supply Items at the place of delivery.

16.2 Any remuneration paid by Purchaser shall not constitute a defect free acceptance by Purchaser of the Supply Items.

16.3 The delivery date stated in the PO shall be binding. Contractor shall be in delay if the Supply Items are not available at the final delivery date.

16.4 In addition to claiming delivery of the outstanding Supply Items, Purchaser shall be entitled to claim 2.5% of the delayed PO’s value as delay liquidated damages ("Delayed Days") for each commenced day of delay. The Delay LDS are limited to an amount of 15% of the delayed PO’s value. Purchaser is entitled to claim additional delay damages. The paid Delay LDS shall be counted against the actually incurred delay damages. Purchaser shall be entitled to raise claims according to this provision until the (final) invoice has been settled, even if any such claim was not explicitly reserved upon delivery.

17. Warranty for Supply Items
17.1 Contractor warrants that the Supply Items correspond to the specifications stated in the PO, are in accordance with the accepted rules of the wind industry, fulfill the requirements of the applicable laws, regulations and the contractual agreements, provisions contained in the Contract and applicable laws, regulations, and decisions of the Contractor’s country as well as the Supply Items’ destination and shall be fit for the intended purpose. The Supply Items shall also be free of rights, liens and encumbrances. Should any of the aforementioned warranties be considered a defect of the Supply Items.

17.2 Contractor shall inspect the delivered Supply Items and notify any apparent defects within fourteen (14) days after delivery. The Contractor shall provide a detailed report to Purchaser in case of non-compliance with the specifications. In case of defects, Contractor and Purchaser have entered into a separate quality assurance agreement, the Purchaser shall only be obliged to inspect the delivered Supply Items for quality assurance reasons as well as to note and submit issues of discovery. In case Purchaser and Contractor have entered into a separate quality assurance agreement, the Purchaser shall only be obliged to inspect the delivered Supply Items for quality assurance reasons as well as to note and submit issues of discovery. In case Purchaser and Contractor have entered into a separate quality assurance agreement, the warranty shall expire thirty-six (36) months after transfer of risk to Purchaser. If the Supplier offers a warranty during the warranty period and for the normal way they are used and this has resulted in the definitiveness of the building, the warranty period shall expire sixty (60) months after transfer of risk to Purchaser. Statutory warranty periods exceeding the aforementioned remain unaffected.

17.3 In case of defects, Purchaser is entitled, at his choice, to claim remedy of the defect or delivery of a defect-free Supply Item ("Subsequent Performance") or a reduction of a Price. In addition, Purchaser is entitled to statutory warranty rights without restriction.

17.4 The Contractor shall set the Contractor a reasonable period to perform the Subsequent Performance. If the Contractor fails to perform within the period, or the performance is still insufficient, Purchaser may at his choice withdraw from the Contract or request a reduction of Price or request another Subsequent Performance.

17.5 The Contractor shall bear all costs of Subsequent Performance, in particular the costs for examination and analysis of a defect as well as labour-, material-, travel- and transport costs. Furthermore, the Contractor shall reimburse the expenses for the withdrawal or disposal of the defective Supply Items as well as the installation or attachment of the repaired or delivered defect-free Supply Items.

17.6 For mitigation purposes the Purchaser is entitled to remedy the defect by itself but the Contractor’s costs for the following and additional provisions has to be (a) a) a reasonable period for the Subsequent Performance has lapsed, or (b) a contractor’s prior Subsequent Performance has failed or (c) there is an extraordinary urgency due to economic or public interest reasons. The Conexion Software Maintenance works in the duration of at least three (3) months after the suspension has ended. If the Supply Items do not comply with the initial warranty period shall commence anew; in case Contractor repairs the defective Supply Item the initial warranty period shall only commence anew for the remedied part of the Supply Items.

18. Sub-Suppliers of the Contractor
18.1 Contractor shall only execute any extension rights against its sub-suppliers with Purchaser’s prior consent, if such retention right endangers the timely delivery of the Supply Items.

18.2 If any of Contractor’s sub-suppliers threatens to execute any retention rights, the Contractor shall immediately inform Purchaser. Contractor is entitled to directly remedy the breach of contract against the Contractor’s sub-suppliers. If the Contractor does not remedy the breach of contract, thereby avowed, provided that such retention rights are founded on valid claims and the direct payment leads to a performance in full discharge of the Contractor. Purchaser shall have a claim against Contractor or Contractor shall indemnify and hold harmless Purchaser for any and all costs for examination and analysis of a defect as well as labour, material, travel- and transport costs. Furthermore, the Contractor shall reimburse the expenses for the withdrawal or disposal of the defective Supply Items as well as the installation or attachment of the repaired or delivered defect-free Supply Items.

18.3 If the Contractor intends to discontinue the production of specific spare parts or wear and tear parts for the Supplied Items, Contractor will notify Purchaser in writing without undue delay. There must be a period of at least three (3) months between the notice to Purchaser and the intended discontinuation of production. In the event that Contractor fails to provide or does not provide the required spare parts or wear and tear parts for the Supplied Items the Contractor shall indemnify and hold harmless Purchaser for any and all costs for examination and analysis of a defect as well as labour, material, travel- and transport costs. Furthermore, the Contractor shall reimburse the expenses for the withdrawal or disposal of the defective Supply Items as well as the installation or attachment of the repaired or delivered defect-free Supply Items.

19. Spare Parts; Software Maintenance
19.1 Contractor warrants availability of spare parts as well as wear and tear parts, which regard to fit to function for all their use in the Supply Items for the duration of at least twenty (20) years after expiry of the warranty period.

19.2 If the Contractor intends to discontinue the production of specific spare parts or wear and tear parts for the Supplied Items, Contractor will notify Purchaser in writing without undue delay. There must be a period of at least three (3) months between the notice to Purchaser and the intended discontinuation of production. In the event that Contractor fails to provide or does not provide the required spare parts or wear and tear parts for the Supplied Items, in accordance with 19.3 Contractor further warrants that any software forming part of the Supply Items – no matter whether as separate Supply Item or embedded software of a Supply Item – shall be supported by Contractor and updates may be made available including interoperability in common environments (“Software Maintenance”) be secured for a period of at least twenty (20) years after expiry of the warranty period.

19.4 If Contractor intends to cease such Software Maintenance, Contractor will notify Purchaser in writing without undue delay. There must be a period of at least three (3) months between the notice to Contractor and the intended discontinuation of Software Maintenance. Contractor upon cessation will make available the relevant software tools and information for self-maintenance to Purchaser. This Clause 19.4 will be deemed invalid in case of any insolvency of Contractor on 19.3.

20. Hazardous Goods; Export Control; Delivery Documents
20.1 Contractor shall comply with the applicable national and international provisions concerning packaging, declaration and labelling of hazardous goods, if any. Contractor shall be responsible for delivery documents. Contractor accordingly shall also comply with diverging or additional provisions in the country of destination if it was named in the respective PO.

20.2 In case the PO does not specifically name any such claims. Contractor shall comprehensively inform the
Purchaser without undue delay. Upon acceptance of the PO, Contractor shall complete the hazardous goods declarations required by statutory law or administrative regulations and transmit a signed version thereof to Purchaser.

20.3 Contractor shall inform Purchaser without undue delay in writing if and to what extent the Supply Items are subject to export restrictions, require any official export clearance or must comply with other statutory and/or administrative restrictions.

20.4 Contractor shall fulfill its information obligations under Clauses 20.1 to 20.2 by transmitting a comprehensive data sheet to Purchaser. Contractor shall include and attach Purchaser's PO number and all identification marks named in the PO to the relevant shipping and/or delivery documents.

20.5 Contractor shall be solely liable for any damages caused or any other negative impact on the fulfillment of the PO (e.g. delay, additional costs, etc.) due to inaccuracies in declarations, improper treatment of hazardous goods or any other non-compliance with aforementioned obligations, unless the Contractor can demonstrate that it has no fault of any kind.

Part C – SERVICES

21. Place of Performance; Acceptance

21.1 The Contractor shall perform the services at the place named in the PO. If the PO does not explicitly name the place of the services, the place of performance shall be derived from the circumstances.

21.2 Purchaser shall accept the performed services if they are in conformance with the Contract. Transfer of risk shall occur upon acceptance.

22. Warranty for Services

22.1 Contractor warrants that its services are being performed in a workmanlike manner and at least in accordance with the applicable industry standard. Furthermore, Contractor warrants that its work results are free of material and legal defects, have the agreed quality and are fit for the contractual purpose. Contractor shall inform Purchaser without undue delay if it becomes aware of facts that may endanger the performance of the services or question the information provided by Purchaser.

22.2 Contractor shall be liable according to the statutory provisions. Defective works are subject to the statutory provisions, however, (i) the warranty period shall be three (3) years commencing after acceptance, unless statutory law provides for a longer warranty period and (ii) the remedies are subject to the stipulations in Clause 17.4 subsequent.

23. Invoicing

Contractor is entitled to issue an invoice upon full performance and acceptance of all services and provision of the documentation agreed in the Contract. Contractor shall issue a final invoice even in case Purchaser has agreed to make partial payments to Contractor.

24. Cancellation and Suspension

24.1 Purchaser remains entitled to cancel the Contract or any services agreed under the Contract at its sole discretion and with immediate effect, at any time prior to full performance of the services. In case of such cancellation, Contractor shall be entitled to the agreed compensation for the services already performed at the time of cancellation. Unless agreed otherwise, the compensation for partly executed services shall be calculated pro rata. Apart from the compensation for the services already performed, any rights or claims of Contractor shall be excluded to the extent permitted by the law.

24.2 Purchaser further reserves the right to demand a temporary suspension of work ("Suspension") if Purchaser or its customer does not obtain the necessary permit for the construction or operation of the project or if other technical, economic or operational reasons for which Purchaser is not responsible and which could not have been foreseen by Purchaser at the time of conclusion of the contract so require.

24.3 In the event of a Suspension of more than fourteen (14) calendar days, Contractor shall be entitled to compensation of additional costs and adjustment of the schedule. Contractor will submit an appropriate proposal to this effect.

24.4 If the Suspension lasts longer than a total of thirty (30) calendar days, Contractor has the right to cancel the Contract. Section Error! Reference source not found..1 applies.

25. Minimum wage, foreign employees, subcontractors; work safety

25.1 Contractor hereby confirms to Purchaser that it complies with the applicable laws on minimum wage and the employment of foreign workers.

25.2 Contractor hereby warrants that he and any sub-contractors and/or assigned lenders will comply with the applicable laws on minimum wage and the supply of temporary workers.

25.3 Contractor ensures to secure that in performing the services all applicable work safety rules are complied with including those of any specific project site of Purchaser or its customer. Contractor will actively make itself familiar with any applicable work safety rules and instruct its employees and sub-contractors accordingly.

25.4 Contractor shall hold Purchaser free and harmless from any claim which may be brought against Purchaser under the applicable laws on minimum wage, the supply of temporary workers or work safety by Contractor's employees and/or of employees of any sub-contractor or assigned lender. Contractor shall bear any damages and costs – including any necessary legal defence costs – which arise from such disputes, unless Contractor cannot be held responsible for the breach or (alternatively) he acted without negligence with regard to the selection and the surveillance of sub-contractors which do not qualify as vicarious agents. Any rights and remedies under statutory law remain unaffected.

25.5 Contractor shall support Purchaser in defending against such claims to the best of his knowledge and with the greatest possible care.

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