

## General Terms and Conditions

for the sale of surplus goods via the Internet platform of Lausitz Energie Bergbau AG and Lausitz Energie Kraftwerke AG to entrepreneurs

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### General

1. For the sale of surplus goods of Lausitz Energie Bergbau AG (LE-B) and Lausitz Energie Kraftwerke AG (LE-K) entrepreneurs within the sense of § 14 BGB the following terms and conditions exclusively apply.
2. Any deviating agreements require the written confirmation of the LE-B or the LE-K.
3. The publications of the intention to sell surplus goods of LE-B and LE-K are not binding. They do not represent binding contract applications in the legal sense, but are to be understood as an invitation to tenderers to submit binding applications (=bids) for their part.

### Notes on how to submit bids

1. Bids may only be submitted by businesses in the sense of § 14 BGB.
2. The available goods must be inspected before bidding.
3. The inspection dates and times will be announced and must be adhered to.
4. Bids may be submitted as an attachment by e-mail, by post or by fax to the address given in the contact details to LE-B or LE-K.
5. Bids must be signed in a legally binding manner and must state the exact address of the bidder (with telephone and fax numbers if possible included).
6. Bids are to be submitted according to the required basis (e.g. items, kg, en bloc). Bids always apply to the total quantity of the respective item.
7. Bids are to be submitted in EURO.
8. The bid price is a net price excluding VAT, which the bidder must pay additionally at the statutory rate when the bid is accepted.
9. Bids are to be sent in time so that they are received by LE-B or LE-K before the bidding deadline.
10. The withdrawal of a bid must be submitted in writing to LE-B or LE-K before the bidding deadline. If a bidder makes several bids for the same lot, the last bid received by LE-B or LE-K always applies.

### Sale

1. The bids of a bidder are binding offers for the conclusion of a contract.
2. The purchase contract with a bidder enters into force in a legally binding manner by the award of the contract in written form.
3. The bidder who has been awarded the contract will be informed in writing in a timely manner.
4. The bidders whose bids were not accepted will not be notified.
5. There is no claim for an award of contract.
6. The purchase price is made up of the acceptance of the bid plus the statutory value added tax.

### Payment

1. The payment (only in EURO) must be received on the respective account of LE-B or LE-K within 10 days after acceptance of the bid, without any deductions (advance payment).
2. The calculation of the purchase price to bidders and buyers from EU countries can only be made free of sales tax upon presentation of the officially certified sales tax identification number. If at the time of the auction no officially certified sales tax identification number is available, the sales tax is first to be paid to LE-B or LE-K as security.
3. Buyers from countries that do not belong to the EU must pay the sales tax to LE-K or LE-B as security. After presentation of the duly stamped original export documents or shipping documents, the VAT will be refunded. The refund amount will be forfeited if the required documents are not provided within 6 months of the invoice date at LE-B or LE-K; the obligation of the purchaser to present the documents shall not be affected by this.

### Release

1. The goods will only be handed over after full payment has been received, from the respective location or storage location (company premises LE-B or LE-K).
2. The buyer must provide the manpower and equipment necessary for loading and transport. All collection costs shall be borne by the buyer.
3. The buyer is obliged to collect the purchased and paid goods within 3 weeks from the date of the allocation letter. This obligation to take delivery is one of the main obligations of the buyer.

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4. The date of collection must be agreed in good time with the delivering agency in advance. The risk of deterioration or loss of the goods shall pass to the buyer upon handover of the goods, but at the latest upon expiry of the three-week period.
5. In the case of goods sold by number or size, the exact quantity shall be determined by counting or measuring when the goods are handed over under the supervision of the supplying agency. In the case of sale by weight, the goods shall be weighed at the expense of the buyer on the weighing machine nearest to the place of storage and the weighing cards shall be handed over to the supplying agency without delay.
6. The actual quantities are checked at the time of delivery. If there are any differences, these are offset subsequently (local calculation or reimbursement). Customary additional quantities are to be accepted by the buyer. Subsequent delivery cannot be granted.
7. The purchaser is only entitled to those documents that LE-B or LE-K are authorised to pass on.

#### Warranty

The buyer accepts the goods as published or inspected. Any liability of the seller for defects is excluded.

#### Liability

The liability of the seller, regardless of the legal basis, is limited to the damage caused by gross negligence or intent as well as grossly negligent or intentional conduct of its representatives or vicarious agents, unless it is a matter of injury to life, body or health or the breach of a material contractual obligation, in the case of which violation would endanger the purpose of the contract (cardinal obligation). The liability due to a neither grossly negligent nor intentional violation of a cardinal obligation is excluded with regard to loss of profit and loss of production and otherwise limited to the foreseeable contract-typical damage.

Only the German text is legally binding. This translation is for informational purposes only.