

General Purchasing Conditions

of

the Unibail-Rodamco Group

Unibail-Rodamco Invest GmbH (FN 234088 y) as well as all companies which the aforementioned company has a direct or indirect shareholding of at least 50% in, are part of the Unibail-Rodamco Group in Austria. The Unibail-Rodamco Group currently comprises the following companies:

Shopping Center Planungs- und Entwicklungsgesellschaft mbH FN 47701 z	Unibail-Rodamco Austria Verwaltungs GmbH FN 106621 x
SCS Motor City Süd Errichtungsges.m.b.H. FN 106304 f	SCS Liegenschaftsverwertung GmbH FN 69187 x
Shopping City Süd Erweiterungsbau Gesellschaft mbH & Co Anlagevermietung KG FN 8061 f	Shopping Center Planungs- und Entwicklungsgesellschaft mbH & Co Werbeberatung KG FN 6856 h
Unibail-Rodamco Invest GmbH FN 234088 y	DZ-Donauzentrum Besitz- und Vermietungs GmbH FN 125902 a

1. Area of application

These general conditions of purchasing apply to all orders for services and deliveries (services or work performed by the Unibail-Rodamco Group (hereinafter referred to as the "Purchaser" or "Unibail-Rodamco")), provided that no derogating written agreements have been concluded. General terms and conditions or conditions of business of the respective contract partner of Unibail-Rodamco (hereinafter referred to as the "Contractor"), or any legal provisions which are included directly in the offer, are not acknowledged and are hereby explicitly excluded. This also applies if the conditions of the Contractor are not explicitly rejected in an individual case. Furthermore, any terms and conditions transferred by the Contractor or its sub-contractors do not apply, without a special prior written acknowledgement by Unibail-Rodamco, if Unibail-Rodamco or a third party attributable to it acts in such a way that would give rise to the conclusion of a contract.

2. Orders and acceptance

- 2.1 Due to the acceptance of an order or the actual execution, these purchasing conditions shall become an integral component of the contract.
- 2.2 Orders and their amendments or supplements are only effective, if they are made in writing. Verbal orders as well as amendment, supplementary or extra orders are only valid, if they are confirmed immediately in writing. Other verbal or telephone agreements also require written confirmation by Unibail-Rodamco in order to be valid. The requirement for written form is also deemed to have been met if the order is placed by fax or e-mail.
- 2.3 The acceptance of the order is to be confirmed to Unibail-Rodamco immediately.
- 2.4 Unibail-Rodamco reserves the right to cancel orders free of charge, if the proper written acceptance of the order has not been received within a suitable period of time, at the latest within 1 week of the

placement of the order by Unibail-Rodamco. The cancellation is deemed to have been issued on time, if it is sent before the receipt of the declaration of acceptance.

3. Prices

- 3.1 Quotes of the Contractor are to be issued so they are free-of-charge and binding for Unibail-Rodamco.
- 3.2 The agreed prices are quoted including packaging, delivery and unloading at the destination specified by us and are fixed prices, which are not allowed to be increased for whatever reason. The prices are quoted excluding VAT.

4. Sub-contractors

Without the prior written consent of Unibail-Rodamco, the Contractor is not allowed to engage sub-contractors.

5. Delivery, packaging and transfer of risk

- 5.1. The delivery, dispatch or performance of the service is always done without any fees and at the cost and risk of the Contractor to the receiving site specified by Unibail-Rodamco. The Contractor has to enquire about the respective special conditions at the receiving site concerning access conditions, site rules, delivery conditions and storage options, where necessary also on-site. The delivery of goods to the receiving site specified by Unibail-Rodamco (receipt of goods at the respective delivery address) has to be done during the goods receiving hours specified in the order. Cash on delivery orders are not accepted. Partial deliveries are only permitted after the explicit consent of Unibail-Rodamco.
- 5.2. The delivery and/or service has to be performed so that the operations of Unibail-Rodamco and/or the shopping centre, and in particular the lessees and customers, are disturbed as little as possible. For this purpose the Contractor has to take suitable measures, for example perform work which causes noise outside of opening hours, set up dust protection walls, etc. These services are deemed to have been settled with the agreed price.
- 5.3. The Contractor has to ensure the goods are packaged properly. Dispatch and packaging costs, as well as the costs for any transport insurance are to be borne by the Contractor.
- 5.4. All deliveries are to be sent with the corresponding delivery documents (in particular a list of contents, product descriptions and instructions). If these documents are missing, Unibail-Rodamco is authorised to reject the acceptance of deliveries.
- 5.5. All deliveries are made to Unibail-Rodamco with no retention of title.
- 5.6. In the event of premature delivery, Unibail-Rodamco reserves the right, despite accepting the delivery, to charge the Contractor any resulting extra costs such as storage and insurance costs, if Unibail-Rodamco can only start to use the delivered items on the agreed delivery date. In this case Unibail-Rodamco is only subject to the liability of a custodian, until the agreed date; the transfer of risk does not happen before the agreed date.
- 5.7. The specifications requested by Unibail-Rodamco regarding the type of transportation, freight forwarder and dispatch provisions also have to be observed.
- 5.8. In the event of deliveries with assembly and services, the risk is transferred upon acceptance, for deliveries without assembly the risk is transferred upon the receipt of the goods at the destination by Unibail-Rodamco. With deliveries the risk is only transferred to Unibail-Rodamco once they have been received at the destination. This also applies if Unibail-Rodamco has chosen the form of dispatch.

6. Waste disposal

The Contractor has to collect the supplied packaging materials, supplied devices once they are no longer in use, as well as all types of consumable materials which are no longer needed and other problematic substances from the site denoted by Unibail-Rodamco at the destination, and has to dispose of them at its own expense in accordance with the applicable legal regulations or official requirements. Unibail-Rodamco has no obligation to return, dispose of or store these materials. If

Unibail-Rodamco incurs a disadvantage in association with the (non-)disposal of packaging materials or problematic substances, the Contractor shall indemnify Unibail-Rodamco and hold it harmless.

7. Delivery date, default, withdrawal and contractual penalty

- 7.1. The delivery or service deadline begins on the order date. If no deadline has been agreed, the delivery or service is to be provided immediately.
- 7.2. Irrespective of further rights and claims, Unibail-Rodamco can withdraw from the contract, if
 - 7.2.1. the Contractor exceeds the agreed delivery deadline and the setting of a period of grace for the delivery expires without success,
 - 7.2.2. the Contractor is permanently unable to fulfil the contract,
 - 7.2.3. a considerable worsening to the Contractor's asset situation occurs, which endangers the claim for delivery or
 - 7.2.4. the Contractor makes any undue gifts, benefits or payments with regard to the negotiation, conclusion or performance of this Agreement in violation of section 14 (Anti-corruption), or if Unibail-Rodamco and/or any affiliated companies are aware of a final sentence for corruption or bribery made against the Contractor.
- 7.3. If the Contractor is able to recognise, before the agreed deadline, that it will not be able to provide the delivery on time, in full or in part, it has to immediately notify Unibail-Rodamco of this stating the reasons and the anticipated duration of the delay. In this case Unibail-Rodamco is permitted to withdraw from the contract without waiting until the agreed deadline and setting a period of grace.
- 7.4. Unibail-Rodamco is permitted, regardless of the fault of the Contractor and evidence of the actual damage, to charge a penalty amounting to 5% of the total order value, for each calendar day or part thereof of the delay to the delivery or service, although up to a maximum of 30% of the total order value. Unibail-Rodamco reserves the right to demand compensation which exceeds the penalty.

8. Warranty, notification of defects

- 8.1. The Contractor grants a 3-year warranty for the execution of the delivery or service in accordance with the order and according to the current state of technology, and for the observance of all applicable legal and official regulations as well as Austrian standards.
- 8.2. The warranty period begins with the uncontested transfer of the delivery, or the acceptance of the delivery by Unibail-Rodamco (the latter in case of deliveries with assembly and services). There is no obligation to immediately verify the delivery and notify any defects as per Section 377, UGB [Austrian Commercial Code]. After the rectification of notified defects, the warranty period for the delivered item or service begins anew. In the event of hidden defects, i.e. defects which are not detectable at the time of delivery or which cannot be detected with just minor expense, the deadline begins on the day on which Unibail-Rodamco becomes aware of the defect. To observe the warranty deadline it is sufficient to assert the defect in writing.
- 8.3. The Contractor has to either remove defects which occur within the aforementioned warranty term without undue delay, or deliver a new item/provide a new service within a set deadline, at its expense and at the choice of Unibail-Rodamco. Unibail-Rodamco is also permitted to demand compensation from the Contractor for all costs associated with the rectification of the defect. The Contractor also has to reimburse Unibail-Rodamco for expert's fees, if an expert opinion is necessary to detect the defect or if the Contractor contests asserted defects and the examination indicates defects. In the event of a risk of default or delay by the Contractor in the removal of defects, Unibail-Rodamco is permitted to even have the defective goods repaired by third parties, without prior notification and regardless of its warranty rights, at the expense of the Contractor. The Contractor also has to refund Unibail-Rodamco the full costs of a repair, even if they exceed the costs for the repair by the Contractor. If the Contractor is late in providing the repair, Unibail-Rodamco is also permitted to withdraw from the contract, after setting a suitable period of grace; in the event of refusal the withdrawal can occur without requiring a period of grace.

9. Observance of legal obligations, liability and insurance

- 9.1. The Contractor has to observe the applicable provisions of national and international law in association with the delivery of goods or the performance of services. In particular, the Contractor has to obtain all necessary export licences, official permits, licences or other third party approval, guarantee the unrestricted use of the delivered goods or provided service and to observe the labour and social law regulations, in particular those of the Employee Protection Law [ArbeitnehmerInnenschutzgesetz], the Personnel Leasing Law [Arbeitskräfteüberlassungsgesetz] and the Law on the Employment of Foreigners [Ausländerbeschäftigungsgesetz], at its own expense and risk. The Contractor has to indemnify and hold Unibail-Rodamco harmless for any disadvantages it incurs due to a violation of the aforementioned obligations by the Contractor; this applies in particular to disputes concerning patent, copyright, trademark and design right protection law.
- 9.2. The Contractor is liable to Unibail-Rodamco for all damage caused by the Contractor or people attributed to it, in accordance with legal provisions.
- 9.3. The Contractor has to indemnify and hold Unibail-Rodamco harmless for any third party product liability claims concerning the products delivered.
- 9.4. Provided a separate agreement has not been concluded, it is up to the Contractor to conclude the necessary insurance at its own expense. In any case the Contractor is obliged to conclude business liability insurance, including product liability, with a suitable scope.
- 9.5. The liability of Unibail-Rodamco for slight negligence is excluded.

10. Intellectual property

- 10.1 Upon concluding the contract, the Purchaser acquires the right to use all work designed, prepared and completed within the framework of this contract (in particular plans, sketches, models, other documentation and documents, regardless of the data carrier they are located on), for the agreed purpose and within the agreed scope.
- 10.2 The Contractor hereby grants the Purchaser exclusive, extensive rights of use, with no restriction on time and territory, for all work designed, prepared and completed within the scope of this contract, for the duration of the legal period of protection. If new rights arise for the holder domestically or abroad, new forms of use arise or the protection periods are extended, the granting of rights is also extended respectively.
- 10.3 The Purchaser is therefore in particular exclusively permitted, although not obliged, to reproduce the work, as well as any results created on the basis of the work, in any suitable manner, in any procedure and format and in any desired quantity, and to distribute these reproductions domestically and abroad free-of-charge and for a fee in any way, to digitalise and transfer them to electronic data carriers, to put them onto networks and make them available to the public.
- 10.4 Furthermore, the Purchaser is also permitted to edit and change, in particular to shorten, share, enlarge, reduce, and also destroy and/or combine the work, as well as results generated on the basis of the work, with other works, in any way that may seem necessary, itself or via a third party. The Purchaser is also permitted to fully or partially transfer the aforementioned rights free of charge, or for a fee, to third parties, or to grant them permissions to use the work.
- 10.5 No separate charge is due for the transfer of these rights.
- 10.6 The Contractor explicitly declares that it shall produce the contractual works as the sole creator, that it has the sole and exclusive right of disposal over all copyright and property protection rights and has not used these rights, including by the granting of single permissions to use the work.
- 10.7 If the Contractor uses contributions by other people in the creation of the contractual works, which are copyright or property protected, it is obliged to send the Purchaser an exact list with the names and addresses of these people and to provide the Purchaser with written proof from the authorised parties of the permission to use these contributions in accordance with the conditions of this section 10.

- 10.8 The Contractor shall also be responsible, at all times, for ensuring that the use of the rights granted to the Purchaser do not violate any legal standards (in particular those concerning criminal law, personality right and the competition law).
- 10.9 If the Contractor violates one of these obligations or a claim is asserted against the Purchaser due to the contractual assertion of the granted rights by any third party, the Contractor is obliged to indemnify and hold the Purchaser harmless. The indemnification also includes the costs for legal defence.

11. Invoicing

- 11.1 The invoice is to be sent, stating all order data, straight after the delivery or the full performance of the service, to Unibail-Rodamco. The invoice text is to be structured in such a way that the comparison with the order, and therefore the invoice verification, can be carried out. Invoices for work services or assembly are to be included in the time statements signed by Unibail-Rodamco.
- 11.2 Unibail-Rodamco reserves the right to return invoices which do not meet its specifications, in particular regarding the order data or the VAT requirements, for amendment. The invoice returned for amendment is not deemed to have been issued.

12. Payment conditions

- 12.1 The payment term begins as soon as Unibail-Rodamco has fully received the delivery or accepted the service, and the properly issued invoice has been received. In the event of deliveries before the agreed deadline, the payment term begins, however, at the earliest on the agreed deadline.
- 12.2 Provided nothing else has been agreed, payment shall be made either within 30 days with a 3% discount, or within 60 days net, at the choice of Unibail-Rodamco. The payment represents neither an acknowledgement that the delivery or service is correct nor a waiving of the rights Unibail-Rodamco is entitled to. Upon the issuing of the transfer instruction to the bank by Unibail-Rodamco, the payment is deemed to have been made at the latest on the due date. The bank fees of the receiving bank are to be borne by the Contractor. Any default interest shall be calculated according to § 1000 ABGB [*Austrian Civil Code*].
- 12.3 Unibail-Rodamco is permitted to offset payment obligations to the Contractor with Unibail-Rodamco payment requests.

13. Non-solicitation clause and prohibition of employment

The Contractor is obliged not to offer its employees any employment or other income opportunities, during its work for the client and for a period of two years from the conclusion of its work, without the prior written consent of the client. In the event of a violation of this obligation, the client is permitted, regardless of further claims, especially claims for specific performance, compensation and the premature cancellation of the contract, to request a contractual penalty amounting to six gross monthly salaries of the affected employee (incl. any contributions paid by the employer), which is not subject to judicial discretion and is independent from the evidence that damage occurred and from the fault.

14. Anti-corruption

- 14.1 Purchaser and Contractor (hereinafter each of them referred to as the "Party" or jointly as the "Parties") shall not, directly or indirectly, in particular through public officials, intermediaries and third Parties, let, commit, authorize or permit any action in connection with the negotiation, conclusion or performance of this Agreement which would cause the Parties and/or the Parties' affiliates to be in violation with any applicable anti-corruption or anti-bribery laws or regulations, including the French Sapin II law, FCPA, and the UKBA. This obligation applies in particular to unlawful payments including facilitation payments to public officials, representatives of any public authority national or local, public enterprise, or any person in charge of a public service, or their associates, families or friends.
- 14.2 Each Party agrees that it will not either promise, offer, or give, or agree to give, to any employee, representative or third party acting on behalf of the other Party or accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or performance of this Agreement.

14.3 Each Party shall immediately notify the other Party, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or performance of this Agreement at compliance.officer@unibail-rodamco.com or +33 1 76 77 61 00 for Unibail-Rodamco”.

15. General provisions

15.1 Austrian law applies excluding the principles of the conflict of laws. The application of the regulations of the UN convention on contracts for the international sale of goods is also excluded.

15.2 For legal disputes, in particular the conclusion of the contract or the claims arising from the contract, the relevant applicable court in Vienna has jurisdiction.

15.3 The Contractor is not authorised to offset claims against Unibail-Rodamco. In the event of disputes, the Contractor is not permitted to suspend its delivery or service, or interrupt it.

15.4 If a provision of this contract is invalid, this shall not affect the rest of the provisions of the contract. A valid provision shall be agreed, to replace the invalid provision, which corresponds as closely as possible to the sense and purpose of the invalid provision.

15.5 The Contractor is obliged to keep information confidential which it becomes aware of in connection with the order about Unibail-Rodamco and its business partners, or the subject matter of the order, unless this information was generally known or it was aware of in any other legal way. If the Contractor employs a third party to fulfil its contractual obligations, it has to oblige these third parties to observe corresponding confidentiality.

15.6 The data of the Contractor shall only be processed automatically for the purposes of processing the contract, in particular for administration and invoicing purposes.

15.7 The Contractor confirms that it is not financially dependent on Unibail-Rodamco, in particular that its annual turnover generated with Unibail-Rodamco is below 20% of its total annual turnover, and also that the annual profit generated from Unibail-Rodamco orders is less than 20% of its total annual profit.

15.8 The Contractor assumes the obligation to observe the respectively valid provisions of the Unibail-Rodamco Code of Ethics, in particular the provisions concerning loyalty, integrity, conflict of interests, ethical business procedures and the handling of confidential information. The code of ethics prohibits, in particular, the awarding and/or acceptance of bribes, other illegal payments or payments in kind, and promotes the respect of the applicable legal provisions. The code of ethics can be viewed online at www.unibail-rodamco.com.

15.9 If the Contractor has concerns about compliance or ethics, it is invited to contact the Group Compliance Office at compliance.officer@unibail-rodamco.com. The Group Compliance Officer shall take suitable measures to protect the confidentiality of the Contractor as a source of information.