

## General Terms and Conditions of Purchase

### 1. Scope, ordering, and written form

These General Terms and Conditions of Purchase, hereinafter referred to as "T&Cs", shall apply exclusively to companies, legal persons subject to public law, or public-law special funds within the meaning of § 310 Paragraph 1 of the German Civil Code [Bürgerliches Gesetzbuch – BGB], hereinafter referred to as the "Contractor". All offers, purchases, and orders of supplies and/or services on the part of Humboldt Wedag GmbH, hereinafter referred to as the "Purchaser", shall be made solely on the basis of these T&Cs and any additional terms and conditions set out in the order. Any terms and conditions of the Contractor that oppose or deviate from these T&Cs shall not be recognised unless the Purchaser has explicitly agreed to them in writing. In such cases as well as in the event of a separate agreement, the T&Cs shall apply in a supplementary and subordinate manner. In particular, payments and the acceptance of supplies and/or services by the Purchaser shall not imply that the Purchaser has agreed to the Contractor's general terms and conditions of business. These T&Cs shall also apply to all future business transactions with the Contractor to the extent that these constitute legal business transactions of a related kind.

Orders and associated agreements as well as amendments to these shall only be binding if made in writing. Verbal agreements and amendments shall only be binding once confirmed in writing. The written form shall also be satisfied by e-mail or other means of remote data transmission. A signature shall not be required here.

The Purchaser's requests for a quotation from the Contractor shall be without obligation for the Purchaser. The contract shall only come into force when the Purchaser accepts this in writing. The Contractor shall not be remunerated for visits, drawing up quotations or other preliminary work in connection with issuing quotations.

The Contractor shall check the order for correctness and notify the Purchaser of any mistakes or unclearities. Any errors identified and/or amendments planned by the Contractor shall be communicated to the Purchaser immediately in writing. If export restrictions apply to the supplied item, the Contractor shall inform the Purchaser of these without delay. Approval from the German Federal Office for Economic Affairs and Export Control is required for the contract to be valid. The written form via e-mail or comparable means of remote data transmission shall be favoured here.

By issuing a quotation, the Contractor confirms that it has informed itself of and taken into account all factors and circumstances that could influence the pricing.

### 2. Prices, invoices, payments, ownership

Quotations shall be valid for at least four weeks. The agreed prices shall be fixed prices, shall include free delivery to the specified delivery address / point of use along with packaging, insurance and customs duties, unless otherwise agreed in the order, and shall cover all supplies and/or services pertaining to contractual fulfilment and the performance obligations of the Contractor.

In return for the agreed remuneration, the Contractor shall undertake all supplies and/or services required to provide the supply or service or execute the works in full, in an operational state and on schedule, even if these are not specifically listed or mentioned in the order. The Contractor shall assume all risks relating to quantity and mass, except in the case of significant changes made by the Purchaser.

To keep costs to a minimum and to be kind to the environment, all invoices of the Contractor shall be sent in electronic form as a PDF to the following e-mail address of the Purchaser:

[invoice.cqn@khd.com](mailto:invoice.cqn@khd.com)

Invoices shall be issued according to the most recent invoicing rules. The VAT applicable at the time of the supply/service shall be presented separately. The invoice address shall be taken from the order. Invoices can only be processed by the Purchaser if they contain the complete order number stated in the order; the Contractor shall be responsible for any consequences as a result of not adhering to this stipulation. Invoices not submitted appropriately shall only be deemed to have been received by the Purchaser on the date that they are corrected.

Payments shall be made in cashless form with a deduction of a 3% early payment discount within 14 days or in full within 30 days of delivery or acceptance and receipt of an appropriate invoice, unless otherwise agreed in the order. Deduction of the early payment discount shall also be permissible in the event of offsetting by the Purchaser or if it is withholding payments of a reasonable amount due to defects. The term of payment for withheld amounts shall commence once the defects have been completely rectified. Securities and guarantees shall be governed by separate contracts unless these can already be demanded by the Purchaser by law.

If the Contractor is required to supply documentation, operating manuals or the like, the term of payment for invoices shall not commence until these have been received in full. The Purchaser shall be entitled to withhold payment at its own discretion until the Contractor has provided all the necessary documents, especially if documentation, approval certificates, reports or safety data sheets are to be supplied. Payment shall not constitute acknowledgment of the contractual correctness of the invoice or the supply/service.

Assignment to third parties shall not be permitted without the written consent of the Purchaser. This shall not include assignment to financial institutions in the context of refinancing by the Contractor.

If counterclaims are determined by a court of law, uncontested or admitted by the Purchaser or if these are mutually closely related to the claim of the Purchaser, the Contractor shall be entitled to offsetting. The Contractor shall only be entitled to retention if its counterclaim concerns the same contractual relationship or is determined by a court of law, uncontested or admitted by the Purchaser.

The Purchaser shall reserve the ownership rights and copyrights for all documents, drawings, layouts, sketches, etc. submitted in relation to the request for quotation and order. These documents shall not be made accessible to third parties unless the Purchaser gives the Contractor its written consent.

Unless regulated otherwise, ownership of the supplies and/or services including all documents shall be transferred to the Purchaser upon payment by the Purchaser or upon delivery to the place of delivery specified by the Purchaser or upon rendering of the service at the place of performance specified by the Purchaser or at another place of delivery or place of performance specified by the Purchaser, whatever happens first.

### 3. Delivery dates, delayed delivery, transfer of risk, and shipment

The delivery dates or execution times stated in the order shall be binding and must be adhered to. Early deliveries and/or partial deliveries shall require the express consent of the Purchaser. If the Parties agree to a change of the delivery dates or execution periods, the new dates or periods shall also be binding and subject to the contractual penalty provision set out below. Punctuality with regard to deliveries without assembly or setting up is determined by receipt at the place of receipt stated by the Purchaser or the contractually agreed point of transfer of risk as defined by the most recent Incoterms of the International Chamber of Commerce (ICC), Paris. As for deliveries including setting up, construction or assembly as well as services regulated by contracts for work or

otherwise, punctuality is determined by completion of the entire service by the Contractor so that this can undergo final inspection and approval.

Notwithstanding the Purchaser's statutory rights, the Contractor shall inform the Purchaser immediately in writing, stating the reasons and expected duration of the delay, as soon as it can foresee that it will not be able to meet its obligations in full or in part, either on schedule or at all. If necessary documents to be provided to the Contractor by the Purchaser are missing, the Contractor can only use this as a reason if it sent a written reminder and did not receive the documents within a reasonable amount of time. The written form via e-mail or comparable means of remote data transmission are to be used here and shall be binding.

In the event of a delayed delivery/service by the Contractor, the Purchaser shall be entitled to charge a contractual penalty of 1.0% of the net final invoice amount for each commenced calendar week of the delay, limited to 5.0% of the net final invoice amount. The Purchaser shall remain entitled to assert any other statutory rights. However, the contractual penalty shall be offset against such entitlements. The Purchaser does not have to assert the right to charge the contractual penalty as early as the transfer of risk, but rather can assert it right up to final payment. Acceptance of the delayed delivery or service without reservation shall not constitute a waiver of the claims for compensation that the Purchaser is entitled to assert. This shall apply until the Purchaser has paid the full amount due for the service in question. Contractual penalties shall become due when the related delay commences and can be deducted from the payment amount due.

Deliveries are to be made according to the pricing in the order and at least packaged accordingly for the transport route and transport method. In this context, the Contractor shall use transport packaging that can be recycled. If this is not adhered to, the Purchaser shall be entitled to bill the Contractor for any disposal costs incurred.

The place of fulfilment shall be the place of delivery or service stated in the order. For deliveries or services that are to undergo final inspection and approval, the risk shall be transferred to the Purchaser on the date of final inspection and approval. In all other cases, the risk shall be transferred to the Purchaser once the deliveries or services have been handed over.

The Contractor shall guarantee that the wage paid to its employees at least corresponds to the statutory minimum wage and that all obligations arising from minimum wage legislation are adhered to.

### 4. Production documents, production equipment, models, and tools

The production documents, production equipment, models, tools, materials and the like provided to the Contractor by the Purchaser shall remain the property of the Purchaser. They shall not be used by the Contractor beyond the scope of the contract, reproduced or made accessible to third parties, and the Contractor shall keep them safe and away from other items. The Contractor must mark the Purchaser's property as such, handle it with the utmost confidentiality and return it to the Purchaser upon completion of the order or when the Purchaser requests this. Documents from the Purchaser shall not be made accessible, handed over or sold to third parties by the Contractor.

Models, production equipment, drawings and the like that are billed to the Purchaser shall become the Purchaser's property upon payment. They shall be stored by the Contractor at no charge and shall be handed over to the Purchaser on request.

### 5. Suspension / termination

The Purchaser shall be entitled to suspend an order free of charge during the agreed delivery time. In this case, the agreed delivery and payment dates shall be postponed by the duration of the suspension.

If the Purchaser is prevented from performing the order assigned to it, it shall be entitled to withdraw from the purchase contract. The Purchaser shall then be obligated to reimburse the Contractor for actual expenses incurred, including an appropriate portion of its profit margin. The Contractor shall provide proof of such expenses and the calculated profit margin to the Purchaser.

If services have been commissioned in the form of contracts for work (§ 631 of the German Civil Code) or contracts for work and materials (§ 651 of the German Civil Code) for non-fungible goods, the Purchaser can terminate these at any time up to completion of the work or work and materials in accordance with § 649 of the German Civil Code.

The Purchaser shall be entitled to withdraw from orders of supplies (§ 433 of the German Civil Code) for a legitimate reason at any time up to handover of the supplies. In such cases, the above clauses shall apply accordingly in relation to remuneration claims of the Contractor; the Purchaser shall acquire ownership of the remunerated partial services.

If the Purchaser terminates a contract for a legitimate reason, the Purchaser shall only owe the Contractor for individual services rendered up to receipt of the termination that can be used by the Purchaser. Any claims for compensation of the Purchaser shall remain unaffected by this. Any additional claims of the Contractor shall be excluded.

In particular, a legitimate reason exists if deliveries and/or services are executed inadequately or contrary to the contract during performance of the contract up to final inspection and approval, if commencement is delayed and there is a default in performance, if the Contractor's capacities are not used adequately during execution, if the intended use of subcontractors is not disclosed or services are performed by subcontractors without the use of subcontractors having been authorised, or if the Contractor is facing insolvency or the conditions for an application for the initiation of insolvency or settlement proceedings are present.

In the event of termination, the Purchaser's rights to compensation or reimbursement of expenses shall remain unaffected. The Purchaser shall be entitled to issue partial terminations.

### 6. Warranty, notices of defects, and liability for performance

The Contractor shall provide its supplies and/or services free of material defects and defects of title. The supplies and/or services are defect free if they fully meet the conditions stipulated in the contractually agreed supply and/or service description or the otherwise agreed quality. If the quality has not been agreed on, a defect-free state is deemed to be present if the supplies or services are suitable for the contractually stipulated use or usual use typical for supplies or services of the same kind as can be expected by the Purchaser for this kind of supply or service. This also includes properties that the Purchaser can expect based on public statements of the Contractor or its agents, in particular in advertisements, or if certain properties of the supplies and/or services are labelled. Any defects detected during the course of normal business operations shall be reported to the Contractor by the Purchaser. Due to the specific nature of plant engineering, this notice of defects may be issued after installation and commissioning of the entire plant. For this reason, the Contractor shall not be entitled to claim that a notice of defects was issued too late as governed by §§ 377 or 378 of the German Commercial Code [Handelsgesetzbuch – HGB].

The Purchaser shall be fully entitled to assert its statutory rights relating to material defects and defects of title. The Purchaser shall reserve the right to compensation in addition to rectification. As rectification, the Purchaser shall be entitled to choose to have the defect eliminated or for a defect-free item to be delivered or new works to be

executed. Rectification shall be mutually agreed upon while taking into account the operational interests of the Purchaser or its end customer. In the event of rectification, the Contractor shall bear all expenses incurred for the purposes of identifying the defect, eliminating the defect or delivering a replacement. The costs for the new service to be performed at the place of use and for the defective item to be returned shall be assumed by the Contractor. This shall also include all costs associated with the dismantling of the defective supplies and/or services as well as the installation of the defect-free supplies and/or services. The entitlement to compensation shall also cover reimbursement for consequential damages and financial losses suffered by the Purchaser as a result of defective supplies and/or services.

If the Contractor fails to meet its obligation to rectify the situation within a reasonable period of time set by the Purchaser, the Purchaser shall be entitled to have the defect rectified itself at the Contractor's expense. If the defect could pose a risk to life and limb, impair operating reliability or lead to disproportionately large damage, the Purchaser shall be entitled to have the defect rectified at the Contractor's expense without providing said grace period following notification regarding the situation's urgency.

If the Contractor is not successful in rectifying the defect or refuses to do so, the Purchaser shall be entitled to cancel the contract or to demand a reasonable price reduction or to have the defect rectified at the Contractor's expense and, provided that the Contractor is at fault, to additionally demand compensation in place of the service or reimbursement of wasted expenses. Statutory provisions shall additionally apply. In the event that the purchase is cancelled, the Purchaser shall be entitled to use the service provided by the Contractor free of charge until a replacement purchase is ready for operation on-site. However, this shall be limited to a maximum of two years from written enforcement of the purchase cancellation.

Claims for defects by the Purchaser shall lapse 24 months following final inspection and approval of the entire plant; however, this shall be limited to a maximum of 36 months following the transfer of risk. If longer terms have been agreed (as part of the contract with the end customer), these shall prevail. In the case of rectification, the limitation period for claims in relation to rectified defects and replacement supplies shall start over.

The Contractor shall ensure that the supplies and/or services do not infringe the proprietary rights of third parties (e.g. patents, copyrights, patent applications, registered trademarks, utility models), which could limit their use or render it impossible.

### 7. Liability

The Contractor shall be fully liable for all damages, irrespective of the liability standard.

The Contractor shall be liable for all claims arising from the culpable non-observance of statutory or official regulations and shall absolve the Purchaser of such claims. If claims relating to product liability or manufacturer liability are made against the Purchaser by a third party in Germany or elsewhere due to defective supplies and/or services provided by the Contractor, the Contractor shall absolve the Purchaser of these claims and the Purchaser shall be entitled to demand associated compensation from the Contractor.

In the event of a recall by the Contractor, the Contractor must inform the Purchaser of the content and extent if possible and reasonable. As part of the Contractor's product liability,

the Purchaser shall be absolved of any claims for compensation made by third parties and shall be reimbursed for any expenses incurred as a result.

The Contractor shall have taken out adequate public liability insurance at its own expense with minimum cover of EUR 2.5 million for personal injury and property damage to insure all product liability risks including the risk of recall. On the Purchaser's request, the Contractor shall present appropriate confirmation of cover from the insurer.

### 8. Proprietary rights of third parties

The Contractor shall ensure that the supplied item/service does not infringe the rights of third parties in Germany or the country of destination. The Contractor shall absolve the Purchaser of all third-party claims asserted as a result of a violation of proprietary rights. The Parties shall inform one another immediately if this case arises. This shall be done in writing.

If use of the supplied item/service as per the contract is impaired by proprietary rights of third parties, the Contractor shall make unrestricted use possible at its own expense.

### 9. Confidentiality

The Contractor shall treat as confidential all kinds of information and data as well as information about the business operations or research or other activities of the Purchaser, its affiliates or third parties that the Contractor receives from the Purchaser or its affiliates or creates or develops as part of its work (hereinafter collectively referred to as "confidential information"). The Contractor shall bind its employees, representatives, vicarious agents, and subcontractors accordingly. If the Contractor or personnel used by it have access to confidential information of the Purchaser, the Contractor shall accordingly also require such personnel to sign a written agreement to treat this as confidential. Copies of this are to be presented to the Purchaser on request.

The Contractor shall keep information regarding conclusion of the contract confidential. The Purchaser's order, projects under construction or completed projects shall not be used for marketing purposes.

### 10. Applicable law, place of jurisdiction

These T&Cs shall be subject to German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and with the exclusion of national and international rules on conflict of laws, in particular with the exclusion of EC Regulation 593/2008 ("Rome I").

The place of jurisdiction for all disputes arising from these T&Cs shall be Cologne, Germany, or the place of general jurisdiction of the Contractor at the Purchaser's discretion.

If provisions of these T&Cs or other agreements are ineffective or if they contain loopholes, this shall not affect the validity of the remaining provisions. The applicable law shall apply in place of the ineffective or incomplete provision.