

General Terms and Conditions of Purchase of Bioenergie grünes Deutschland GmbH

Clause 1. Jurisdiction

(1) All contracts for the delivery of goods or for the provision of other services between Bioenergie grünes Deutschland GmbH (hereinafter referred to as the "Purchaser") and a supplier or service provider (hereinafter "Supplier") will be governed exclusively by the laws currently applicable in the Federal Republic of Germany. If the following provisions deviate from the said statutory provisions, the following provisions of the General Conditions of Purchase shall prevail. The afore mentioned contracts are hereinafter referred to as "Contracts".

(2) General terms and conditions of the Supplier which differ from the terms applicable by virtue of Clause 1 (1), shall not form part of the Contracts unless the Purchaser has expressly agreed to such terms and conditions in writing. They shall equally not form part of the Contracts if the Purchaser, with knowledge of such general terms and conditions, unconditionally accepts delivery of goods or other services. Silence on the part of the Purchaser shall also not be construed as acceptance of such general terms and conditions of the Supplier in this respect.

(3) If the General Terms and Conditions of Purchase have not been received by the Supplier in connection with a respective order of the Purchaser or were not submitted to it on another occasion before or on conclusion of the Contract, they shall nonetheless apply if the Supplier knew or should have known of them from an earlier or other business relationship.

Clause 2. Orders

(1) Orders of the Purchaser including their acceptance as well as changes or additions to these General Terms and Conditions of Purchase which are to be applicable to a particular order of the Purchaser shall be in writing to have binding effect. Also the waiver of the requirement for written form shall be in writing.

(2) Should the Supplier accept the order with deviations, it shall point out such deviations to the Purchaser in a clear and prominent way in the written declaration of acceptance. A contract will only be formed if the Purchaser agrees to these deviations in writing.

Clause 3. Time of Delivery

(1) The agreed delivery or service provision deadlines are binding. In the event that it becomes apparent that there shall be a delay, the Supplier shall inform the Purchaser immediately and in writing about the nature and expected length of the delay. The Supplier can only invoke the fact of outstanding necessary documents from the Purchaser if it has reminded the Purchaser of the need for the documents in writing and has not received the same within a reasonable time.

(2) Unless the Supplier provides evidence that it is not responsible for the delay, the Supplier shall be liable for all damages caused by the delay. Acceptance of the late delivery of goods or services shall not constitute a waiver of claims for damages.

Clause 4. Payment

(1) Unless otherwise agreed, the agreed prices for the delivery of goods or other services are fixed prices and include the costs of delivery and packaging.

(2) The date of payment shall be deemed on the day on which the Purchaser's bank receives the transfer order or on which the cheque was sent. In the event of a delay in payment the Purchaser shall be liable for default interest only at 7.5 % (seven point five percent).

(3) If payment is made within 14 days of receipt of the Supplier's invoice, the Purchaser is entitled to a deduction of 2% discount. Silence on the part of the Purchaser to a Supplier's invoice shall not constitute recognition of the respective invoice, even if the Supplier has expressly requested such a declaration from the Purchaser.

(4) Guarantees agreed in the Contract are always to be provided by major banks, recognized credit insurers, cooperative banks or savings banks.

Clause 5. Set-off, Assignment

(1) The Purchaser has the right to set off all due claims for payment, to which the Supplier is entitled, against all payable demands to which the Purchaser or an affiliated entity is entitled. In the event of the commencement of insolvency proceedings against the assets of a Supplier or in the event of the appointment of a temporary insolvency administrator in insolvency proceedings, the Purchaser is entitled to set off all payment claims related to a Contract, to which it or an affiliated entity is entitled against the Supplier, against all payment claims of the Supplier against the Purchaser. These counterclaims of the Purchaser shall be deemed to be already due at the time of insolvency proceedings.

(2) The Supplier shall only be entitled to set off payment claims to which it is entitled against the Purchaser against payment claims of the Purchaser if the respective claims of the Supplier are due and uncontested or enforceable by the judgment of a German court.

(3) The assignment of a claim, regardless of content, requires the express written consent of the Purchaser.

Clause 6. Execution of Deliveries, Documentation

(1) Every delivery of goods shall take place CIP (in accordance with INCOTERMS 2020). A bill of lading shall be attached to it specifying the type and quantity of the contents as well as the Purchaser's order number.

(2) For devices, the technical description and the user manual in German and English, the HS-Code and for software the complete documentation (in particular the operating instructions and any passwords) are to form part of the delivery. For software created specifically for the Purchaser the source code for the software as well as all passwords belonging to it are also to form part of the delivery. The documentation including the technical description shall expressly and unmistakably describe the delivered goods. A description of a model series or the like will not suffice.

(3) All deliveries shall be securely packaged for onward open sea transport on pallets suitable for export with a phytosanitary certificate. The corresponding certification is to be made available to the Purchaser before shipment.

(4) Risk shall not pass to the Purchaser until the delivery/acceptance of the delivery/service at the contractually agreed place of delivery. The Purchaser shall inspect the delivery/service within a reasonable time period for any deviations in quality and quantity. A notice of defects given by the Purchaser shall be deemed to be in time if it is sent within a period of 90 working days (calculated from receipt of goods or, in the case of hidden defects, from discovery).

Clause 7. Warranty

(1) The warranty period shall be 24 (twenty four) months from delivery.

(2) If the delivered good are defective, the Purchaser may request defect removal through rectification or delivery of spare parts within 10 (ten) days. Should the defect removal fail twice or be refused by the Supplier or should there be no further

interest in the delivery because of time delay caused by the rectification or spare part delivery, the Purchaser is entitled to the remedies of price reduction, compensation of damages and/or rescission of the Contract.

(3) If the delivered goods are defective and are sold on by the Purchaser without knowledge of the defect, the Purchaser has a right of recourse. The Purchaser may claim from the Supplier compensation for the costs and damages which the Purchaser incurred due to the defective delivery and the claim.

Clause 8. Safety and Environmental Protection

(1) The deliveries and services of the Supplier shall conform to all local current legal requirements (in particular those relating to safety and environmental protection) as well as to the technical safety rules for agricultural biogas plants and further safety recommendations of the responsible expert committees or professional associations. Relevant certificates, test reports and verifications shall be provided free of charge and voluntarily with the delivery.

(2) In particular the delivery of substances, preparations and products, the production, use or marketing of which is forbidden by relevant legal requirements in the country of destination is not permitted. Insofar as the goods to be delivered include dangerous substances, this shall be clearly indicated in the Supplier's offer and the corresponding safety information is to be provided to the Purchaser together with the offer.

(3) The Supplier is solely responsible during the delivery process or service provision for compliance with legal work safety and industrial safety requirements, the relevant accident prevention provisions and the particular safety rules of the Purchaser, and shall make timely enquiries about the possible existence of such particular safety rules with the Purchaser. If manufacturers' safety instructions are available for the delivered goods they are to be provided free of charge.

Clause 9. Cross-Border Deliveries and Services

For deliveries and services which are not from Germany but from EU and overseas, the VAT identification number is to be indicated. Imported goods are to be delivered duty paid.

Clause 10. Place of Performance and Acceptance

(1) The place of performance for payment claims which result from a Contract is the Purchaser's registered office.

(2) The place of performance for deliveries or provision of services under the Contracts, is the point of destination nominated by the Purchaser, so that the risk passes to the Purchaser only with delivery of the goods at the respective point of destination or with the formal acceptance of the service to be provided at the point of destination. Acceptance of the service shall be in writing and cannot be replaced by implementation or use.

(3) The place of performance for warranty claims is the final point of destination of the delivery, insofar as known. If the seller has not been informed as to the final point of destination of the delivery, the agreed place of delivery is also the place of performance for warranty claims.

Clause 11. Retention of Title

With regard to the deliveries of goods which are the subject of the Contracts, the Purchaser only acknowledges a simple retention of title by the Supplier, provided that the Supplier has expressly declared prior to delivery of the respective delivery of goods to the Purchaser that this delivery of goods is subject to retention of title.

Clause 12. Duties of Inspection and Complaints

On delivery of the goods on the destination, the Purchaser shall carry out an incoming goods inspection, in which the delivered goods shall be checked against the delivery note for deviations in type and quantity and inspected for externally visible damage. Defects that can be detected during this inspection shall be reported by the Purchaser within 7 (seven) working days. The Purchaser shall also give notice of any further defects within 7 (seven) working days as soon as these are discovered in the course of normal business operations or as a result of further inspections, which the Purchaser is entitled to but not obliged to carry out and whereby the Supplier waives the objection of late notification of defects.

Clause 13. Proprietary Rights / Supplementary Performance

(1) The Supplier guarantees that the goods delivered by it do not infringe third party proprietary rights. It shall immediately indemnify the Purchaser against all third party payment claims made against the Purchaser in or out of court as a result of such infringement of proprietary rights, upon written request by providing security in the amount of the asserted payment claims to a bank account to be named by the Purchaser. In addition, the Supplier shall reimburse the Purchaser for all costs and damages incurred by the Purchaser as a result of the defense or the fulfilment of claims of any kind whatsoever which are made against the Purchaser in or out of court as a result of an aforementioned property right infringement.

(2) If necessary, the Supplier shall ensure timely supplementary performance through multiple working shifts or overtime or on public holidays, if this is required for the Purchaser's urgent operational reasons and is reasonable for the Supplier.

(3) If two deadlines set by the Purchaser for supplementary performance pass without being met, it is entitled to substitute performance at the Supplier's expense.

Clause 14. Statute of Limitations

(1) The limitation period for any material defects of the delivered goods or services shall be governed by statutory provisions, but shall be at least 24 (twenty four) months after formal acceptance of the delivered item. The period of limitation for any defects in title shall be at least 5 (five) years.

(2) If a claim is made against the Purchaser in connection with the purchase of consumer goods and this claim relates to a defect in the goods delivered by the Supplier, the Purchaser's right of recourse against the Supplier is subject to a limitation period of 5 (five) years.

(3) The Purchaser is entitled to assign all warranty and guarantee claims against the Supplier to its end customers. The assignment shall be notified to the Supplier in writing.

Clause 15. Purchaser's Items and Documents

The Purchaser reserves trade secret, copyright, patent, trademark and other intellectual and other property rights in the models, samples, tools, other means of production as well as to all other documents such as drawings, illustrations, calculations, descriptions (the "Intellectual Property"), which he makes available to the Supplier, regardless of whether these documents are provided in a physical or electronic form. Neither the Contract nor disclosure of confidential information shall be deemed, by implication or otherwise, to grant the Supplier a license or other interest in, to or under any such right. The Supplier may not transfer or otherwise make the Intellectual Property available to unauthorized third parties. The reproduction of the Intellectual Property is only permitted for the purpose of fulfilling the Purchaser's order. The Supplier shall ensure that subcontractors are subject to the like duties.

Clause 16. Duty to Surrender Passwords and Log-in Data

If the goods delivered by the seller are equipped with software secured by passwords or the like, the following shall apply: at the latest after expiry of the agreed limitation period for guarantee claims for defects, the Purchaser shall have the right at any time to demand from the seller the surrender of all passwords and access codes which are necessary to operate, modify and maintain the delivered goods at its own discretion, independently of the manufacturer.

Clause 17. Contractual Penalty

(1) If the agreed delivery date for the purchased item or documentation is delayed for reasons for which the Supplier is responsible, the Supplier is obliged to pay a contractual penalty amounting to 1% (one percent) of the net purchase price per calendar week in delay, but not exceeding 10% (ten percent) of the net purchase price.

(2) The right to claim the agreed contractual penalty stipulated in Clause 17 (1) shall be reserved explicitly by the Purchaser at the time of acceptance of delivery or provision of service. If the Purchaser fails to do so, it may enforce the contractual penalty only up to the time of final payment.

Clause 18. Miscellaneous

(1) Purchaser is authorized to collect, process, use, disclose and transfer abroad the Supplier's personal data, which the Purchaser receives in the course of the business relationship with the Supplier, for the purposes of conducting the business relationship.

(2) The place of jurisdiction for all disputes in connection with the Contracts is the Purchaser's registered office, provided that the Supplier is a merchant, a legal entity under administrative law or a special fund under administrative law. Even if the Supplier does not have a general place of jurisdiction in Germany at the time the action is brought by the Purchaser, or if the Supplier's registered office or place of residence or his usual place of abode is not known, the place of jurisdiction is the Purchaser's registered office.

(3) Should any provision of these General Terms and Conditions of Purchase or of the other agreements made be or become invalid, the validity of the remaining provisions of the respective Contract shall not be affected. The Purchaser and Supplier are obliged to replace the invalid provision without delay by a provision which comes as close as possible to the invalid provision in terms of its economic effect.