

1. Applicable Terms and Conditions

1.1 These General Conditions of Purchase ("GCP") shall apply to all business relationships (hereinafter: "**Contract**") between CMBlu Energy AG (hereinafter: "**Buyer**") and its business partners and suppliers (hereinafter: "**Supplier**") for the purchase and delivery of products, goods or other materials as well as services of any kind (hereinafter: "**Deliverables**").

1.2 These GCP apply exclusively. Buyer objects to the applicability of any terms and conditions of Supplier whether included within Supplier's quotation, invoice or other otherwise, and none of such terms shall be part of the Contract between Supplier and Buyer, unless specifically accepted by Buyer in writing. This shall also apply if Buyer has not expressly objected or accepts the delivery without reservation in full knowledge of the Supplier's terms and conditions.

1.3 Order and acceptance as well as their amendments and supplements must be made in writing and contain all agreements made between the parties regarding the subject matter of this Contract and replace any previous or simultaneous agreement made regarding the same subject matter of performance, whether in written or oral form. Oral side agreements do not exist. Amendments and supplements to this contract as well as the waiver of rights arising from this contract must also be made in writing in order to be effective. This shall also apply to the amendment or cancellation of this written form clause.

1.4 If Supplier does not accept the order within 14 calendar days, Buyer shall be entitled to revoke the order.

1.5 Supplier may not assign, subcontract or transfer any of its rights or obligations deriving from the Contract without Buyer's prior written consent.

2. Time and Place of Delivery

2.1 The delivery time stated in the order (delivery date or period) is binding. Unless otherwise agreed in writing, partial, excess or short deliveries as well as deliveries in advance of the agreed delivery time/early deliveries shall not be permitted. Deliveries without assembly or erection are considered in time upon receipt at the shipping address specified by Buyer. Deliveries with installation or assembly as well as of services shall be considered in time when all conditions for a successful acceptance are met. Supplier is obliged to inform Buyer immediately in writing if circumstances arise or become apparent which indicate that the delivery time cannot be met.

2.2 Place of delivery is the shipping address stated in the order. If a shipping address is not stated and if the place of delivery cannot be determined from the nature of the obligation, the address of Buyer shall be deemed the place of delivery.

2.3 If Supplier delivers the Deliverables later than scheduled, Buyer shall be entitled to receive a contractual penalty of 0.5% of the order value per commenced week, but not more than 5% of the gross order value. Buyer may demand the contractual penalty if he reserves the right to do so no later than one month after receipt of the last Deliverables to be delivered within the scope of the order.

3. Prices and Payments, Packing

3.1 All prices include (a) VAT, unless specifically stated otherwise, and (b) all other taxes, fees and duties payable or applicable to the Deliverables purchased under the Contract. The price shall include all additional services of Supplier (e.g. assembly, installation) as well as all additional costs (e.g. proper packaging, transport costs including, if applicable, transport and liability insurance, as well as incidental wage costs and labor costs). Packaging material shall be taken back by Supplier at Buyer's request.

3.2 Unless agreed otherwise or statutory provisions provide otherwise, the agreed price shall be due for payment within 30 calendar days as of receipt of a proper invoice or, if not yet delivered or performed at that time, within 30 calendar days of receipt of the Deliverables. Buyer does not owe any interest on maturity ("*Fälligkeitssinsen*") (§ 353 HGB). Buyer's payment of an invoice shall not constitute its acceptance of the Deliverables as being in accordance with the Contract.

3.3 Invoices shall be issued no later than 120 calendar days after receipt of the delivery or complete performance of the service. All invoices, order confirmations and delivery documents must state the order number, the article number, the delivery quantity and the delivery address of Buyer, customer or third party. Buyer is entitled to reject incorrect and/or incomplete invoices and delivery documents. Should the processing by Buyer in the ordinary course of business be delayed due to a justified rejection, the agreed payment periods shall be extended by the period of the delay.

4. Warranties

4.1 Supplier warrants that the Deliverables will remain free of defects for a period of 24 months from the date of delivery unless mandatory law or the Contract provides for a longer period.

4.2 Unless otherwise agreed in writing (e.g. within the scope of the quality requirements), the statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to examine and give notice of defects (e.g. transport damage, wrong and short delivery) with the following limitation: The duty of Buyer to examine shall be limited to such defects which become apparent during Buyer's incoming goods inspection in the course of an external examination (including delivery documents) as well as during a spot check quality inspection. If acceptance has been agreed, there shall be no obligation to examine and give notice. In all other cases, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Buyer's obligation to give notice of defects for defects discovered at a later stage remains unaffected. In all cases, a complaint (notice of defect) shall be deemed to have been made immediately and in good time if it is received by Supplier within 5 working days as of delivery or, in the case of defects occurring at a later stage, as of discovery.

4.3 If any of the Deliverables are found to be defective or otherwise not in conformity with the warranties during the warranty period Buyer may require the repair of the defect or the delivery of a defect-free item. The Supplier shall bear all expenses incurred in connection with the determination and elimination of the defect, including those incurred by Buyer. This shall also apply if the expenses are increased by the fact that the delivery item has been moved to a place other than the original place of delivery and this was known to Supplier when the Contract was concluded. In urgent cases, Buyer shall be entitled to substitute performance against reimbursement by Supplier of the expenses thus saved by Supplier. An urgent case shall be deemed to exist in particular if, due to the urgency of the matter, it is not possible either to inform Supplier of the defect and the impending damage or to set a deadline - even if short- for remedying the defect.

4.4 The warranty period for repairs and replacements shall be 12 months from fulfilment of the warranty obligation but shall not end before expiry of the warranty period applicable to the original Deliverable(s).

4.5 Supplier is obliged to supply spare parts for a period of ordinary technical use, but at least 10 years after the last delivery of the Deliverable at reasonable conditions. If Supplier ceases to deliver spare parts after expiry of this period or to deliver the Deliverables during this period, Buyer shall be given the opportunity to place a final order.

5. Quality

5.1 Supplier shall be certified in and compliant with the latest edition of IATF 16949; the certification has to be evidenced to Buyer through submission of a respective certificate.

5.2 Supplier warrants that its Deliverables are suitable for the purpose intended and faultless with regard to materials and workmanship. Supplier shall comply with the state of the art of science and technology, the safety regulations and the agreed technical data, specifications and quality requirements for the Deliverables it supplies. Supplier warrants that the Deliverables shall comply with all national and international laws and regulations applicable for the respective goods in the sales markets. Changes to the Deliverables require the prior written consent of Buyer. With regard to the Production Process and Product Approval (PPA), reference is made to the most current version of the VDA Volume 2 »Sicherung der Qualität von Lieferungen – Produktionsprozess – und Produktfreigabe PPF« (Quality Assurance for Supplies – Production process and product approval PPA). Notwithstanding the foregoing, Supplier shall continuously monitor the quality and shall ensure the conformity of the Deliverables. The Parties shall inform each other of any possibility for improving quality.

5.3 In case of a conflict between the Contract and IATF 16949 or the abovementioned VDA publication, the Contract shall prevail.

5.4 Supplier shall ensure that its subcontractors are contractually bound to Supplier to comply with the terms of this Clause 5.

5.5 Any change of the production location or of the dispatch location of the Deliverables requires the prior written consent of Buyer; which shall not be unreasonably withheld. Any costs incurred by Buyer due to the non-compliance with this provision or otherwise due to a change of location caused by Supplier, shall be borne by Supplier. Supplier shall inform Buyer immediately of any relocations in its supply chain or of any changes of sub-suppliers in its supply chain which are or become known to Supplier.

5.6 Buyer and Supplier may agree in writing to amend the requirements set forth in this Clause 5 if a certification in accordance with IATF 16949 and/or the application of VDA regulations is not commonly accepted in Supplier's industry. The Parties shall then agree on comparable quality standards.

6. Labelling of Deliverables and Advertising

6.1 Supplier shall mark the Deliverables in accordance with Buyer's requirements.

6.2 Neither of the parties shall use any of the other party's proprietary names, logos, trade names, trademarks or service marks without the prior written consent of the party which owns or controls such proprietary names or trademarks.

7. Liability and Indemnity

7.1 Liability shall be governed by the statutory provisions.

7.2 Supplier shall indemnify and hold harmless Buyer from and against any and all claims raised by third parties of any nature whatsoever arising from any act or omission of Supplier.

8. Supplier's Obligations

8.1 If Buyer has informed Supplier of the intended use of the Deliverables, or if such intended use is perceivable by Supplier even without express notice, Supplier shall be obliged to inform Buyer without undue delay if Supplier's Deliverables are not suitable for fulfilling such intended use.

8.2 Supplier is obliged to observe and comply with the following requirements at all times during the performance of his contractual obligations in accordance with this contract: (a) all applicable statutory provisions, including primary and secondary EU/EC Community Law and all national and international, state, local, customary or other laws, rules, regulations, treaties or conventions, and any additional protocols thereto; and (b) all industry standards, including the application of a standard of diligence typically expected from an experienced Supplier in the same industry and in similar circumstances.

8.3 Supplier shall comply with all customs and export control regulations and all instructions and/or guidelines provided by Buyer. Supplier shall immediately notify Buyer if, during the performance of this Contract, Supplier is in any way excluded or restricted from trading by order of any authority or governmental body or receives notice of the intended restriction or exclusion.

If Supplier is excluded or restricted from trading by order of an authority or government institution, Buyer shall be entitled to terminate this Agreement for good cause without any further obligations or liability to Supplier.

8.4 Supplier shall ensure that the Deliverables comply with the provisions of the REACH Regulation ("EC 1907/2006") of the European Parliament and of the European Council and Supplier shall provide Buyer, at Buyer's request, with evidence and detailed information to document such compliance.

In the event that Deliverables are chemical substances, mixtures or materials, Supplier shall provide Buyer with "safety data sheets" for such Deliverables.

For Deliverables which are labeled as dangerous goods for transport according to international dangerous goods regulation (e.g. ADR/RID, IMDG, ICAO/IATA), Supplier shall provide Buyer with the respective safety information.

9. Provision of Materials by Buyer and Tooling

9.1 Any items made available to Supplier by Buyer shall remain property of Buyer.

9.2 Models, matrices, templates, patterns, specifications, drawings, sketches, tools, and other manufacturing devices as well as confidential information and design data provided to Supplier by Buyer or paid for by Buyer in full, may be used for supplies to third parties only with the prior written consent of Buyer. Supplier will use the aforementioned manufacturing devices and confidential information only with regard to the deliveries to Buyer and not for any other purposes.

9.3 Supplier shall carry out any necessary maintenance and inspection work at his own expense and to adequately insure the provided items and demonstrate this to Buyer upon request.

9.4 If items provided by Buyer are processed or transformed by Supplier into a new movable item, Buyer shall be deemed to be the manufacturer. In the event of a combination or inseparable mixing with other objects, Buyer shall acquire co-ownership of the new object in proportion to the value of the objects at the time of the combination or mixing. If the combination or mixing takes place in such a way that Supplier's items are to be regarded as the main item, it shall be deemed agreed that Supplier shall transfer proportionate co-ownership to Buyer; Supplier shall hold co-ownership in safe custody for Buyer.

10. Confidentiality and Data Protection

10.1 Supplier shall keep confidential any commercial and technical information and documents which are not generally known, and which become known to it through the business relationship and to use them

exclusively for the provision of the ordered Deliverables. Any subcontractors shall be bound accordingly.

10.2 Supplier shall take appropriate technical and organizational measures to protect personal data processed by Supplier in connection with the fulfilment of its contractual obligations to ensure the protection and confidentiality of such data. This includes in particular: (a) the prevention and avoidance of accidental, unauthorized or unlawful destruction, alteration, publication or loss of the data and (b) the prevention of unauthorized access to the data.

Supplier shall immediately inform Buyer of any breach of data security if such breach also affects Buyer's data.

If Supplier transmits personal data of its employees to Buyer, e.g. name, address, telephone number and e-mail address, for the purpose of fulfilling its contractual obligations or for other reasons, Supplier shall observe all applicable statutory provisions and shall ensure that necessary consents of the persons concerned have been obtained prior to processing and transmission of the data. If necessary, Supplier will cooperate with the responsible data protection authorities and make the necessary notifications and submissions.

Buyer shall not transfer the personal data transferred to him to third parties (except for affiliated companies) or his contractors, unless the transfer is in the legitimate interest of Buyer, in particular for the purpose of fulfilling his contractual obligations.

10.3 Supplier agrees that it shall not, without prior written consent of Buyer, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation thereof of Buyer or (b) represent, directly or indirectly, that any product or any service provided by Supplier has been approved or endorsed by Buyer.

11. Minimum Wage

11.1 Supplier shall comply with the German Minimum Wage Act (MiLoG) and confirms that all employees of Supplier will be paid at least in accordance with the provisions of the MiLoG. Supplier shall take appropriate measures, in particular inspections to be carried out and documented at regular and reasonable intervals, to ensure that any of its subcontractors and their subcontractors also comply with the provisions of the MiLoG.

11.2 At Buyer's request, Supplier must provide current evidence of compliance with MiLoG requirements within a reasonable period set by Buyer. If Supplier does not submit such evidence, Buyer shall be entitled to a reasonable retention with respect to payments due.

11.3 Supplier shall indemnify Buyer against all claims asserted against Buyer in the event of a violation of the MiLoG by Supplier or its subcontractors or other legal provisions or labor agreements ("Tarifverträge") for the observance of which Buyer is liable pursuant to § 13 MiLoG in conjunction with § 14 Employee Secondment Act ("Arbeitnehmerentsendegesetz") and/or other comparable provisions. This shall also apply if the liability of Buyer arises from further subcontracting or the engagement of personnel-services providers.

11.4 Buyer expressly reserves the right to claim damages for further damage.

12. Environment

12.1 Supplier shall comply with the respective legal regulations regarding environmental protection and work to reduce adverse effects of its activities on human health and the environment, to use materials, energy and water effectively and to reduce environmental impact, in particular with regard to waste, waste water, air and noise pollution. For this purpose, Supplier shall, as far as possible, introduce and continuously improve a management system according to ISO 14001.

12.2 For the quantitative assessment of Supplier's resource efficiency Supplier shall upon Buyer's request, provide the following information relating to the total annual scope of orders placed by and supplied to Buyer and its affiliated companies:

- Total energy consumption in MWh;
- CO₂ emissions from energy generated in-house and externally in metric tons;
- Total water consumption in m³;
- Process wastewater in m³;
- Waste for disposal in metric tons;
- Waste for recycling in metric tons;
- VOC emissions (volatile organic compound) in metric tons.

12.3 Supplier shall ensure that all of its subcontractors are contractually bound to comply with the terms of this Clause 12.

13. Third Party Rights

13.1 Supplier shall ensure that the Deliverables as well as the production process do not infringe any third party rights (in particular patent rights, utility patent rights, copyrights, design rights, trademark rights or any other rights with regard to intellectual property).

13.2 Supplier shall be liable for any expenses and damages resulting from the infringement of third party rights (including legal fees and expenses). Further, Supplier shall indemnify Buyer from any claims resulting from the use of any such rights.

13.3 The Parties undertake to inform each other immediately of any and all risks of violation or alleged violations of which they become aware, and to provide each other with all reasonable support, without charge, to avoid any possible claims (e.g. inspection, analysis, evaluation of documents).

13.4 At the request of Buyer, Supplier shall inform Buyer about the use of any published or unpublished industrial property rights which are owned by Supplier or licensed to Supplier relating to the Deliverables.

14. Insurance

14.1 Supplier shall at its own expense, obtain and maintain business liability insurance as well as product liability insurance of adequate coverage in line with industry standards, with a reputable and financially solvent insurance company. Such insurance shall cover Supplier's liability towards Buyer and third parties to the extent necessary. At any time upon Buyer's request, Supplier shall without undue delay provide Buyer with proof of the existence of and the extent of coverage of such insurance.

14.2 The existence of any insurance contract shall not limit any of Supplier's obligations under these General Conditions of Purchase.

14.3 Where not otherwise required pursuant to any applicable Incoterm, Supplier shall oblige any carrier engaged by Supplier to insure his carrier's liability.

15. Audits and Information

15.1 Upon seventy-two (72) hours' notice, Buyer shall be entitled to access to Supplier's premises during normal business hours and without interfering with Supplier's business in order to inspect all documents, instruments, books and records relating to any Contract or the Deliverables which are subject of such Contracts, or to Supplier's manufacturing process. The right of access shall be limited to those areas which are necessary for this purpose and confidentiality obligations which may exist towards third parties shall be respected. Supplier agrees to maintain all such records for at least ten (10) years after the last delivery of the Deliverables to Buyer, if not otherwise agreed or where a longer period is required by law.

15.2 To the extent allowed by law, Supplier shall at any time, upon reasonable prior written notice, provide Buyer with suitable information (in particular quarterly, semi-annual and annual financial statements together with related final reports and information on key business indicators) required for evaluating the current economic and financial situation of Supplier regarding its continuing ability to supply. Buyer is obligated to keep this information strictly confidential, unless the respective information is publicly available or becomes available without Buyer's fault.

15.3 Upon written request by Buyer, Supplier shall share information on non-financial indicators such as environment, employee, and social concerns, attention to human rights and combating corruption and bribery as well as the underlying strategies and processes according to recognized standards. If Supplier is obligated to inform on its non-financial performance indicators due to statutory requirements, then the forwarding of such corresponding report will suffice.

16. Termination

16.1 Buyer may terminate the Contract in whole or in part at any time by giving 30 calendar days' prior written notice to Supplier. Upon such termination, Buyer and Supplier shall negotiate reasonable termination costs, which shall only include Supplier's reasonable, direct costs that have or shall necessarily be incurred as a direct result of such termination.

16.2 Buyer may terminate this Contract in whole or in part at any time for good cause and without prior notice if, taking into account all circumstances in the individual case and considering the interests of both parties, Buyer cannot reasonably be expected to continue the contractual relationship. An important reason usually exists in particular if (a) Supplier does not fulfil its obligation to perform within the specified period of time, (b) Supplier does not make suitable progress in the performance of the Contract and this, after reasonable assessment by Buyer and taking into account the mutual interests of the parties, seriously endangers, taking into account the provisions in the respective order, the performance of the Contract as a whole, (c) Supplier fails to perform its obligations under Clause 11, or (d) if Supplier ceases its proper business operations or payments, or if insolvency proceedings or comparable legal proceedings are applied for, or if such proceedings are initiated, or if such proceedings are refused due to lack of assets.

16.3 Termination pursuant to Clause 16.2 shall only become effective if Supplier does not remedy or remove the impediment to its performance or the breach of contract within 10 calendar days of receipt of a corresponding notice. Excluded from this is a termination of the Contract by Buyer due to violations of Clauses 2.1, 8, 10, 11 and 16.2 d) by Supplier. Any termination based thereon shall become effective immediately upon receipt by Supplier.

17. CMBlu's Guidelines for Suppliers

Supplier shall observe and comply with the applicable CMBlu Guidelines for sellers, suppliers, contractors, consortium partners and consultants. They are available at the following internet address: www.cmblu.com/AGB

18. Governing Law and Dispute Resolution

The law of the Federal Republic of Germany shall apply. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not apply. The place of jurisdiction shall be, to the extent permissible, Frankfurt am Main, Germany.

19. Miscellaneous

19.1 Supplier shall not assign any rights or duties of the Contract and/or an associated framework agreement, in whole or in part to any third party without the prior written consent of Buyer.

19.2 If any provision of the Contract is held by any competent authority to be invalid or unenforceable either in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby. Buyer and Supplier shall replace such provision with a provision as close as possible to the invalidated provision, legally providing the same effect as initially intended by Buyer and Supplier.

19.3 These General Conditions of Purchase are available in an English and a German version, the "Allgemeine Einkaufsbedingungen ("AEB") der CMBlu Energy AG". In case of a conflict between the German and the English version, the German AEB shall prevail.

19.4 All provisions or obligations contained in this Contract, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Contract shall survive and remain binding upon and for the benefit of the parties, their successors and permitted assigns. ■