

## General Terms and Conditions of Purchasing of the German Techem companies\*

### 1. General

Our orders and contractual relations are exclusively governed by the present Terms and Conditions of Purchasing, subject to the last sentence of this clause. Differing or conflicting terms of the supplier or the service provider (hereinafter collectively referred to as the "Supplier") are only deemed accepted if expressly confirmed in writing by us. The unqualified acceptance of deliveries and services, or their respective payment, is not to be construed as an acceptance of such terms of the supplier. In case of a master agreement or individual agreements between us and the supplier the present Terms and Conditions of Purchasing shall only be applicable if this is mentioned within the master agreement or the individual agreements.

### 2. Purchase order/order confirmation

Purchase orders issued by us must be in writing. They are legally binding without a signature if they contain a corresponding note to that effect.

Purchase orders issued by us represent an offer to enter into a supply contract with us and must be accepted by the supplier in the same format within three working days.

All conditions, specifications, standards and other documentation attached or made reference to in the purchase order form parts of that purchase order.

The supplier must deem the purchase order to be a business secret and treat it confidentially. He shall be liable for all damages incurred from an infringement of the aforementioned obligation.

### 3. Modifications to the ordered item

In the event we request modifications to the object of delivery or service, the supplier shall inform us of any associated price increase or reduction and change of delivery dates in writing with substantiation.

### 4. Force majeure

We are entitled to rescind from orders in the event of production, delivery or service interruptions caused by unavoidable events (force majeure, e.g. industrial action); in addition, in the case of all impediments to acceptance through no fault of our own, the delivery or performance date and the payment date shall be extended in accordance with the duration of the delay. .

### 5. Time of delivery or service

Agreed delivery or service dates and times are binding. The supplier is deemed to be in default without written notice required in the event it culpably breaches such dates or times. The supplier shall promptly notify us of foreseeable delays in delivery or service.

In the event of delayed delivery or service, we are entitled to the statutory claims for compensation of damages suffered by us as a consequence of said delay. Additional costs shall be borne by the supplier, in particular in the event of necessary covering purchases or substitute services. The unreserved acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation.

### 6. Delivery

The supplier shall make reference to the purchase order and contract number on all documents relating to an order. All shipping documents must contain the details prescribed by us, in particular the purchase order number, purchase item, commission number, schedule number, dimensions as well as quantities and weight per item. Costs and expenses arising from non-compliance with our shipping requirements shall be borne by the supplier.

Subject to evidence to the contrary, the quantities, weights and dimensions assessed at our acceptance inspection shall prevail.

The Incoterms 2020 DDP (Techem destination) apply. The supplier shall bear the costs of transport insurance to the place of delivery.

Partial deliveries or services are subject to our consent and must be designated as such in the (shipping) documents.

Deliveries shall comply with the general regulations pertaining to transports and freight and be packaged adequately for shipping. The packaging costs shall be borne by the supplier. To the extent the supplier is under an obligation to accept return packaging materials ("*Verpackungsverordnung*"), it shall bear the cost of their retrieval and recycling.

### 7. Invoice and payments

The supplier shall submit its invoice for each delivery or performance separately from the shipment. The invoice must correspond verbatim to the purchase order contents and contain our purchase order number. It must also contain the precise designation of our ordering department and the date of the purchase order. Invoices lacking said details will be returned and do not constitute maturity. The time to pay an invoice commences on the weekday following receipt of a proper and verifiable invoice, or the weekday following acceptance of the goods or performance - with the later date prevailing.

We will make payment at our discretion either within 10 days from receipt of the invoice less 3% discount, within 30 days less 2% discount or within 60 days net, irrespective of our right to submit a notice of defects at a later time. In the event of an early acceptance of deliveries or services, the time to make payment commences on the agreed delivery or service date as per the purchase order, or on the date of receipt of the invoice - with the later date prevailing. In the case of service contracts or contractually agreed acceptances, the time to make payment shall not commence prior to acceptance.

In the event of a defective delivery or service, we are entitled to retain payment until proper fulfilment and without waiving our entitlement to discounts and similar beneficial payment terms.

Invoices must be addressed to: Techem Energy Services GmbH, General Accounting, Hauptstrasse 89, 65760 Eschborn, Germany.

## 8. Liability for defects, inspection on defects, quality assessment

The supplier warrants that the delivered goods or services are free from defects or defective title.

In respect to deliveries we are entitled but not obliged to inspect the delivered goods in the ordinary course of our business using recognized random sampling methods. We will report obvious damages within two weeks upon delivery and hidden damages within two weeks after detection. Beyond this, the provisions of Sec 377 HGB are excluded.

To the extent that no other written agreement has been made, the statutory limitation periods shall apply.

We are entitled to the full extent of statutory claims for defects. At our discretion, the supplier shall rectify the defect or deliver a replacement. The supplier is entitled to a maximum of two attempts at subsequent performance. If the supplier is unwilling or unable to render subsequent performance as promptly as is required to avoid unreasonably extensive damages, we are entitled to rectify the defect ourselves or engage a third party to have them rectified on our behalf and claim compensation for all costs and expenses incurred. The same applies if the supplier fails to rectify the defect within a reasonable time set by us.

## 9. Quality assurance, product safety, material compliance

The supplier shall notify us prior to any modification of production processes, materials or parts supplied for the ordered goods, relocation of production facilities, processes or facilities for the inspection of the ordered goods or other actions, which may possibly have impact on the quality and/or safety of the ordered goods. The agreed specifications may not be modified without our express consent.

Any modifications to ordered goods and product-relevant modifications of the process chain shall be documented in a product life-cycle report. This report shall, among others, include modifications to drawings, deviation authorisations, process modifications, modifications to the testing methods or sequence, modifications to suppliers, supplied parts and operational materials. The documentation pertaining to the product life-cycle report must be disclosed to us upon request.

The supplier is responsible that the products, to be delivered to us (if any), are produced and delivered in accordance with the "**Techem Material Compliance Regulation**" (please see on the Techem homepage in the procurement section).

## 10. Indemnity, product recall

In the event a customer or third party asserts claims for defects against us, the supplier shall indemnify us from said claims, if and to the extent said damages have been caused by a delivered defective object or service. In this case, the supplier shall bear all costs and expenses incurred, including litigation costs.

If a safety-relevant defect in the delivered items necessitates a recall program, or if such a recall program is officially mandated, the supplier shall also bear all costs and expenses incurred in said recall program. We will - to the extent possible and reasonable - coordinate with the supplier in respect of such recall program. We are in particular entitled to act in the best interest of the supplier, if the supplier's business operations are inadequately equipped to conduct a recall program (e.g. lack of a service organisation). Apart from that the statutory provisions apply.

## 11. Property rights

The supplier warrants that its performances will not infringe on property rights of third parties. If a third party asserts a claim for such an infringement against us, the supplier shall indemnify us from all claims and bear all costs and expenses incurred in relation to such claims.

As far as the supplier's service provisions create intellectual property such is vested exclusively to us as far as legally possible; this especially applies to software. This does not entitle the supplier to any extra remuneration exceeding the explicitly agreed price.

In case of any created copyrights the supplier shall grant us by delivery respectively service provision an irrevocable, not exclusive, territorially unlimited, transferable licence for the copyright's legal period without any extra remuneration exceeding the explicitly agreed price. Such licence contains the rights to reproduce, change, adapt, transfer and commercialize in any form and way and on any and future data carrier.

## 12. Rights to documentation, models, etc.

Documentation, data, IT-information, software, materials, type-specific tools or devices and items (e.g. samples, models) - referred to as "**Materials**" hereinafter - provided by us to the supplier for the purpose of its performances remain our property, shall be treated by the supplier with due care and be adequately insured when requested by us. We are exclusively entitled to all rights associated with the Materials, with the exception of order-specific usage rights. The Materials must not be used for any other than order-specific purposes, copied or disclosed to third parties without our written consent. Products, which are manufactured with the help of the Materials to our specifications, or with our significant contribution to their development, may only be supplied to third parties with our written consent.

In the event the supplier purchases the Materials from us or third parties specifically for the purpose of performing our order and we are concurrently financing the investment and/or hold a mandatory or voluntary option to purchase the Materials no later than upon completion of the order, the provisions of clause 1 sentences 3 and 4 apply correspondingly. The same applies if the supplier holds title to the Materials, but the Materials or products to be manufactured with the help of the Materials contains or represents our know-how.

## 13. Data protection

The supplier consents to us and our service providers storing its data in our IT systems to the extent required for the performance of the business and contractual relationship; we will exclusively use said data for purposes of the contractual cooperation within our group of companies.

## 14. Due diligence and compliance obligations, in particular in the supply chain

The supplier shall apply and comply with the BME Code of Conduct of the German Association of Materials Management, Purchasing and Logistics in its currently valid version (hereinafter the "**BME-CoC**" (available at: <https://www.bme.de>; currently valid version (please see on the Techem homepage in the procurement section); the supplier is obliged to independently track updates of the BME-CoC) and the due diligence obligations of the German Supply Chain Due Diligence Act in its currently valid version (hereinafter the "**LkSG**").

The supplier shall endeavor to ensure that its sub-suppliers also apply and comply with the BME-CoC and the due diligence obligations of the LkSG to their respective companies or comply with corresponding codes of conduct. A sub-supplier within the meaning of sentence 1 is anyone whose activity is necessary

for the supplier's products/services or the provision or use of our services, irrespective of whether it has a contractual relationship with the supplier or not.

The supplier grants us the right to conduct training and further education for it or its bodies and employees in order to enforce the obligations under the two preceding sub-clauses. In addition, we may request from the supplier to conduct such trainings itself or to have them conducted by third parties and to prove this to us accordingly.

We shall be entitled to verify at our own expense by our own employees or third parties by means of an on-site audit and/or other suitable measures at an interval determined by us and if there is sufficient cause whether supplier complies with the BME-CoC and the due diligence obligations of the LkSG. The supplier shall provide reasonable access to the relevant areas and documents. Unless otherwise agreed, the review shall only take place during the supplier's business hours and shall not significantly interfere with the supplier's business operations. Sufficient cause within the meaning of sentence 1 shall be deemed to exist if we must expect a substantially changed or substantially extended risk situation at the supplier.

#### **15. Information and IT security management**

The Contractor shall include the deliveries and services to be provided to us in its information and IT security management. As part of its information security and IT security management, the supplier shall, among other things, take suitable technical and organizational measures to ensure a level of protection appropriate to the risk for IT security and information security. In this context, the probability of occurrence and the severity of any disadvantages resulting from a breach of IT security and information security as well as the state of the art and common market standards shall be taken into account.

The supplier shall be obliged to provide us at any time with information on its information security and IT security management and shall inform us without undue delay and without being asked about any security gaps affecting us.

We shall be entitled to verify at our own expense by our own employees or third parties by means of an on-site audit and/or other suitable measures at an interval determined by us and upon reasonable cause whether the supplier complies with the requirements of the preceding paragraphs. The supplier shall grant reasonable access to the relevant areas, systems and documents for this purpose. Unless otherwise agreed, the inspection may only take place during the supplier's business hours and may not significantly impair the supplier's business processes. Sufficient cause within the meaning of sentence 1 shall be deemed to exist if we must expect a significantly changed or significantly extended risk situation at the supplier.

#### **16. Termination**

In the case of continuing obligations (both for deliveries and other services), we are entitled to terminate these at any time with effect for the future.

#### **17. Applicable law**

German law applies under exclusion of any conflict of laws, the Hague Sales Convention, the UN Convention on the International Sale of Goods (CISG) and other conventions.

#### **18. Jurisdiction and place of performance**

The jurisdiction and place of performance shall be the place of the ordering company's registered offices.

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