

General Terms and Conditions for Deliveries and Services (GTC)

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Section 1 General / Scope

- 1.1 In the absence of a different agreement for an individual case, these GTC shall apply to all business transactions between DEGERenergie (Seller) and the Buyer regarding the sale of all of the Seller's products and services, even if these terms are not expressly referenced in subsequently concluded contracts. These GTC shall apply exclusively. Insofar as these GTC do not contain any provisions, the law shall apply. Any terms of the Buyer, which oppose or supplement these GTC, shall not become a part of the contract, unless the Seller has expressly consented to their validity in writing.
- 1.2 These GTC shall also apply if the Seller completes the delivery without conditions with the knowledge of opposing or deviating conditions, or does not attach these GTC to future transactions in specific cases.
- 1.3 Additional or deviating agreements regarding these GTC concluded between the Seller and Buyer for the implementation of a contract must be made in writing. This also applies to the cancellation of the written form requirement. Rights to which the Seller is entitled beyond these GTC pursuant to statutory provisions shall not be affected.
- 1.4 The GTC shall only apply to business persons, legal entities under public law or separate assets under public law in terms of sec. 310 para. 1 BGB (German Civil Code).

Section 2 Offer and conclusion of contract

- 2.1 The Seller's offers and prices are subject to change and non-binding unless they are expressly indicated as binding.
- 2.2 Orders by the Buyer contain binding offers regarding the conclusion of a contract. The Seller's written confirmation of the order or, in the case of an immediate implementation of the order, the delivery of the ordered goods at the indicated final invoice price, shall be authoritative for the contents and establishment of the contract. Where the Buyer provides justified objections to the contents of the order confirmation or the delivered goods, he must immediately forward such objections. Otherwise the contract shall be established subject to and pursuant to the contents of the order confirmation or delivery.
- 2.3 The Seller reserves all rights, in particular ownership rights and copyrights, to all offer and contract documents, particularly drafts, drawings, illustrations etc. - including those that can be sent in electronic form - as well as all samples, models and prototypes. They may not be made accessible to third parties without the Seller's express written consent, and must be promptly returned upon request.

Section 3 Description of goods

- 3.1 Where the contract refers to goods that are subject to further technical development, the Seller is entitled to make deliveries in accordance with the most recent manufacturer's data sheet. The Buyer is required to advise the Seller if he is interested solely in the ordered model and that any deviation from this model will not be accepted.
- 3.2 Technical and design deviations from descriptions and information in brochures and written documents, as well as changes to performance, design and material in line with technical progress shall remain the reserve of the Seller; the Buyer may not derive any rights in this regard. Information regarding the

condition of the Seller's products (technical data, measurements etc.) is merely approximate, and is not indicative of a guaranteed configuration unless the Seller expressly guarantees such in writing.

- 3.3 Samples of goods sold by the Seller are deemed test samples and also do not establish any guarantee with regard to the condition of the goods unless accompanied by an express written guarantee. The applicable tolerance ranges must be observed.

Section 4 Prices / Price adjustments

- 4.1 The prices agreed to in writing or listed in the Seller's order confirmation shall be authoritative. Prices are quoted ex works. Not included are in particular costs for transport, packaging, postage, freight, insurance, customs duties and similar, which shall always be the responsibility of the Buyer in the absence of a differing agreement. Statutory VAT and other statutory taxes for Germany and abroad are listed separately on the invoice at the amounts that apply on the date the invoice is issued. Additional costs resulting from special requests of the buyer such as costs for extended standing times, special transports, increased costs of customs clearance or similar costs, will be charged to the buyer.
- 4.2 In the event that non-foreseeable costs increase in relation to total costs between the time the contract is concluded and the order is implemented, and which are not the Seller's responsibility, particularly cost increases due to changes to legislation, changes in manufacturing costs or wages (e.g. tariff agreements), commodity prices, technical standards and regulations or changes to material prices ("cost elements"), the Seller is entitled to make reasonable changes to the prices in line with the changed circumstances and without including additional profit, and in accordance with the actual price increase. On the Buyer's request, the Seller is required to submit evidence of the changes to cost elements. Where the increase exceeds 10% of the agreed price, the Buyer shall be entitled to cancel the contract (termination or withdrawal).

Section 5 Payment terms

- 5.1 In the absence of an express differing agreement, the Buyer is obliged to effect payment in advance (plus applicable statutory VAT). The down-payment is due for payment following the delivery of the order confirmation and must be paid within 10 working days following receipt of the relevant invoice. The date on which the Seller receives the payment shall be authoritative in this regard.
- 5.2 Drafts and cheques will only be accepted on the basis of an express written agreement and only as an undertaking to pay. Discount charges and other costs for drafts and cheques are the Buyer's responsibility. The Seller's rights from Section 9 shall remain until such time as all draft and cheque receivables have been paid.
- 5.3 The Seller is entitled to offset the Buyer's payments against the latter's oldest debts. Where costs and interest have already accrued, the Seller is also entitled to initially apply the payment against such costs, then against the interest and finally against the main amount receivable.

Section 6 Offset and hold-back

Counter claims on the part of the Buyer only entitle the Buyer to offset such claims if they are legally valid or the Seller has confirmed that these claims are not in dispute. The assertion of a hold-back right on the part of the Buyer is only permitted if the counter claim is based on the same contractual relationship.

Section 7 Delivery period / Delivery volume / Reservation regarding own deliveries / Delivery delays / Force majeure

- 7.1 Lead-times and delivery dates must be agreed in writing. Lead-times and delivery dates shall be non-binding unless they are expressly noted as binding. Fixed dates must be expressly agreed to as such. Timely delivery on the part of the Seller shall be contingent on the clarification of all business-related and technical issues between the Buyer and Seller, and the Buyer having complied with all of his obligations, such as the provision of all required permits, documents, approvals or payment. The delivery period is deemed as being adhered to if the goods have left the plant at the end of the period or the Seller has provided notification that the goods are ready for shipment.

- 7.2 Where the Seller is unable to render timely performance, he will promptly notify the Buyer.
- 7.3 Regardless of his rights from the Buyer's delay, the Seller may request from the Buyer an extension of lead-times or the postponement of delivery dates by the time period by which the Buyer fails to adhere to his contractual obligations.
- 7.4 The Seller shall not be liable for the impossibility of deliveries or delivery delays caused by force majeure events (any event that is outside of the Seller's control, and which causes the Seller's full or partial failure to comply with his obligation) or other events that were not foreseeable at the time the contract was concluded and cannot be controlled by the Seller (e.g. business disruptions of all kinds, difficulties in obtaining materials or energy, transport delays, strikes, legal lock-outs, lack of labour, energy or raw materials, official measures or missing, incorrect or non-timely deliveries from the Supplier's upstream suppliers). Insofar as such events make delivery or performance very difficult or impossible for the Seller, and the hindrance is not merely temporary, the Seller is entitled to withdraw from the contract. Where the Seller withdraws from the contract, he is at the same time required to reimburse the Buyer for any counter performance that has already been rendered. In the case of temporary hindrances, lead-times for deliveries and performance shall be extended or delivery or performance dates shall be postponed by the time of the hindrance, plus a start-up period. Insofar as the Buyer cannot be reasonably expected to accept the delivery or performance due to the delay, he may withdraw from the contract by way of submitting an immediate written declaration to the Seller.
- 7.5 Following prior notification of the Buyer in text form, the Seller shall be entitled to provide partial deliveries if
- the Buyer can use the partial delivery in line with the contractual purpose;
 - the delivery of the remaining goods can be ensured and
 - this does not result in significant additional requirements or additional costs for the Buyer (unless the Seller is willing to assume such costs).

Section 8 Place of fulfilment / Transfer of risk / Shipment / Delay in acceptance

- 8.1 Deliveries shall be made with transfer to the carrier at the delivering plant or at the domicile of the delivering subsidiary or branch of the Seller (FCA pursuant to Incoterms 2020).
- 8.2 Where the Buyer picks up the goods, the risk of incidental loss and deterioration of the goods shall be transferred to the Buyer as soon as the goods have left the Seller's plant. The same shall apply in the case of shipments, as soon as the goods have been delivered to the transporter or transferred to the person designated to carry out the shipment. This also applies in the case of partial deliveries, or if shipments that are free of charge with regard to freight and costs have been arranged for the Buyer. Insofar as the Seller has separated the goods and requested the Buyer to pick up the goods, the risk shall transfer to the Buyer. Such a request shall not be required if a fixed pick-up date has been arranged.
- 8.3 Insofar as the Seller is expressly responsible for shipments as per the contract, the selection of the transporter, carrier and all other persons designated for the shipment shall be at the Seller's discretion, unless the Seller has been provided with the Buyer's written requirements. At the Buyer's request, the Seller will take out transport insurance for the goods to cover against the risk of theft, breakage, transport, fire and water damages, at the Buyer's cost.
- 8.4 Where the shipment is delayed due to circumstances that are the Buyer's responsibility, the risk shall transfer to the Buyer from the day the Seller is ready to ship the goods.
- 8.5. Where the Seller selects the shipping type, shipping route or the shipper, the Seller shall only be liable for intentional or grossly negligent action with regard to the respective selection.
- 8.6 Insofar as the Buyer does not accept the goods at the latest within two weeks following the calendar week in which acceptance is to take place as per the delivery schedule, or following the agreed delivery date, the Seller shall be entitled to deliver the goods to the Buyer and invoice the latter for these costs, in addition to his statutory and contractual rights. In addition, the Seller is entitled to transport and store the goods in interim storage, at the cost and risk of the Buyer.

Section 9 Retention of title

- 9.1 The delivered goods shall remain the property of the Seller until such time as all claims to which the Seller is entitled against the Buyer as a result of the business relationship have been paid in full. These claims shall also include cheques and draft claims as well as current claims. Where a draft establishes liability on the part of the Seller in connection with the payment, retention of title shall only expire when the possibility of the Seller being taken to task on account of the draft can be excluded.
- 9.2 The Buyer is required to treat the goods which are subject to retention of title with care for the duration of the retention period. In particular, he shall be required to provide sufficient insurance for the goods against fire, water and theft damages at his own cost, at the replacement value. The Buyer hereby assigns to the Seller all damage compensation claims from this insurance and will immediately notify the insurance company of the assignment. The Seller hereby accepts the assignment. Where an assignment is not permitted, the Buyer herewith irrevocably instructs his insurer to submit any such payments solely to the Seller. The Seller's subsequent claims shall not be affected. Upon request, the Buyer is required to provide proof of the aforementioned insurance policies to the Seller.
- 9.3 Goods subject to retention of title may only be sold by the Buyer in line with ordinary business operations. The Buyer is not entitled to pledge, transfer as security or take other measures that would endanger the Seller's ownership with regard to the goods that are subject to retention of title. In the case of pledges and other third-party interventions, the Buyer must immediately notify the Seller in writing. Moreover, in these cases the Buyer must provide the Seller with all required information to enable the Seller to assert his property rights, inform the third party of the Seller's ownership rights and cooperate with the Seller's measures to protect the goods that are subject to retention of title. The Buyer shall be responsible for all costs within his control, which must be incurred for the purpose of removing access to and restoring the goods, insofar as they cannot be confiscated from the third party.
- 9.4 The Buyer hereby assigns the claims from the resale of the goods, complete with all ancillary rights, to the Seller - in proportion to the corresponding co-ownership share if the Seller also owns a portion of the delivered goods subject to retention of title (see Section 9 para. 6) - and regardless of whether the goods subject to retention of title are sold without or after further processing. The Seller hereby accepts the assignment. Where an assignment is not permitted, the Buyer herewith irrevocably instructs the garnishee to submit any such payments solely to the Seller.

The Buyer shall be revocably entitled to collect the claims assigned to the Seller on behalf of the Seller, acting as a trustee. Amounts thus collected must be immediately forwarded to the Seller. The Seller may revoke the Buyer's collection authorisation and the Buyer's authorisation to sell the goods if the Buyer fails to properly comply with his payment obligations to the Seller, is in default of payment, suspends payments or an application is made to commence insolvency proceedings against the Buyer's assets. Any resale of receivables requires the Seller's prior consent. The Buyer's collection authorisation shall lapse with a notification of assignment to the garnishee. In the event the collection authorisation is withdrawn, the Seller may request that the Buyer discloses the assigned claims and associated debtors, provides all information required for collection purposes, hands over related documents and notifies the debtors of the assignment.

- 9.5 In the event the Buyer is in payment default, the Seller shall be entitled to withdraw from the contract, without prejudice to the Seller's other rights. The Buyer must permit the Seller or a third party designated by the Seller immediate access to the goods subject to retention of title, and hand over the same. Following a corresponding and timely warning, the Seller may otherwise utilise the goods under retention of title in order to satisfy his due claims against the Buyer.
- 9.6 The processing or conversion of goods under retention of title by the Buyer shall always be performed on behalf of the Seller. The Buyer's entitlement to the goods under retention of title shall be continued in the processed or converted item. Where the goods are processed, combined or mixed with other goods that do not belong to the Seller, the Seller shall obtain co-ownership in the new item in proportion of the value of the delivered goods as compared to the other processed goods at the time of processing. The Buyer will store the new items for the Seller. In the remainder, with regard to the item resulting from processing or conversion activities, the same provisions shall apply as for the goods subject to retention of title.
- 9.7 At the Buyer's request, the Seller is required to release securities to which he is entitled to the extent that the realisable value of the securities exceeds the Seller's claims from the business relationship with the

Buyer by more than 20%, taking into account the valuation discounts that are customary in the banking industry. The valuation must be based on the invoice value of the goods subject to retention of title and the nominal value of the receivables.

- 9.8 In cases where goods are delivered to different legal jurisdictions, in which the provision regarding retention of title pursuant to sec. 9 para. 1 to 7 does not have the same securitising effect as in the Federal Republic of Germany, the Buyer shall grant the Seller a corresponding lien at the Seller's request. Examples of such liens may include bank guarantees or a letter of credit provided by the Buyer's bank. Insofar as additional declarations or actions are required with regard to the lien, the Buyer shall provide such declarations and perform the actions. The Buyer will cooperate in all measures that are required for and conducive to the effectiveness and enforceability of such liens.

Section 10 Claims for defects / Obligation to provide notification / Liability

- 10.1 The information contained in the current version of the product data sheet that belongs to the delivered goods conclusively defines the specifications and properties of the delivered goods. The description of the goods and potential explanations in this regard shall form a part of agreements on the legal and factual nature and not of guarantees or promises, unless they are expressly described otherwise. The Seller does not assume any guarantee, and in particular does not assume any guarantee for the condition or shelf life of the goods, unless expressly agreed to in writing.
- 10.2 The delivered goods must be carefully inspected immediately following their delivery to the Buyer or a third party designated by the Buyer. They will be deemed as accepted if the Seller does not receive a written notice of defect with regard to obvious defects or other defects that were identified during a prompt and careful inspection, and the notice was received immediately following the delivery of the item or otherwise immediately following the discovery of the defect.
- 10.3 To the extent that there are defects in the contractual item for which the seller is responsible, the seller shall be obliged to improve or replace the defective item unless the seller is entitled to refuse rectification as a result of applicable legislation. The replacement of individual components within the notification period for defects shall not result in an extension to the guarantee period, neither for the system nor for the replacement part. If the seller does not explicitly request the return of the delivery item, defective items may only be returned to the seller for the purpose of rectification with the prior written consent of the seller. The defective item is to be returned free of charge to the seller in the original packaging or packaging of the same quality.
- 10.4 In the event of opting to correct the defect, the seller is obliged to carry all costs associated with the correcting of the defect, such as transportation and material costs. If the costs of delivery are not economical reasonable in proportion to the part to be sent, the seller shall be entitled to make the delivery at the customer's expense.
- 10.5 The Buyer shall only be entitled to defect-related warranty and damage compensation claims if the Buyer has given the Seller a period of six weeks to deliver a defect-free item, unless such a time period may be omitted in exceptional cases by law.
- 10.6 Insofar as the Seller is not prepared or able to render supplementary performance, the Buyer may, at his discretion, withdraw from the contract or reduce the price. The same applies if supplementary performance fails, cannot be reasonably expected from the Buyer or is delayed beyond a reasonable time period for reasons within the Seller's control.
- 10.7 A withdrawal right on the part of the Buyer shall be excluded if the Buyer is not able to return the goods received, and this is not based on the fact that such a return is made impossible by the nature of the goods received, is within the Seller's control or the defect was only evident when the item was processed or converted. Furthermore, the right to withdraw shall be excluded if the Seller has delivered custom-made products.
- 10.8 Defects resulting from normal wear and tear, improper handling, improper installation and assembly, improperly executed modifications or repairs of the goods by the Buyer or third parties, shall not establish any claims for defects. The same applies to defects that are attributable to the Buyer or which are due to a reason different from the original defects.

- 10.9 The Buyer's claims for reimbursement of expenses in lieu of damage compensation instead of performance are excluded.
- 10.10 The Seller shall assume unlimited liability for intentional and grossly negligent action. With regard to slight negligence, the Seller shall only be liable to the extent of a breach of fundamental obligations that arise from the nature of the contract and which are of special importance to achieving the contract purpose. Fundamental contractual obligations on the part of the Seller include the timely delivery of delivery items which are free of material defects, as well as the duty to provide advice, protection and due care, which are designed to allow the Buyer to use the delivery item as per the contract. In the event of a breach of such obligations, delay or impossibility, the Seller's liability shall be limited to such damages that must typically be expected in line with the contract. Any obligatory statutory liability for product errors shall not be affected.
- 10.11 The Seller's unlimited liability for damages from the breach of a guarantee or from injury to life, body or health, for intentional and grossly negligent action and for product errors shall not be affected.
- 10.12 Insofar as the Seller provides technical information or becomes active in an advisory capacity and this information or advice is not part of the owed performance scope that has been expressly agreed to by way of the contract, such information and advice will be provided free of charge and in exclusion of any type of liability.
- 10.13 The liability exclusions and restrictions listed in para. 11.10 apply at the same scope in favour of the Seller's corporate bodies, statutory representatives, employees and other vicarious agents.
- 10.14 Moreover our Declaration of Obligation on Liability for Material Defects apply in addition.
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Section 11 Limitation

The limitation period related to the Buyer's claims for defects shall be two years. A limitation period of five years applies insofar as the defective goods have been used in accordance with their customary use for a building section and have caused a defect in the latter. The limitation period of two years also applies to claims from unauthorised action, which are due to a defect in the item. The limitation period begins on the date on which the goods must be picked up or delivered.

Section 12 Intellectual property

Where a delivery includes proprietary rights, copyrights, software or similar ("intellectual property"), the Seller's intellectual property shall not be affected, unless differing arrangements have been made based on a copyright and licensing agreement to be concluded.

Section 13 Data protection

The Seller is entitled to process and store the Buyer's data to the extent that this is required to implement these contracts, and as long as the Seller is obliged to store such data based on statutory provisions.

Section 14 Exports / Export controls

- 14.1 The delivered goods have been designated to remain in the delivery country that has been agreed with the Buyer. The Buyer may not export deliveries of goods that are subject to embargo provisions.
- 14.2 In particular, the delivered goods are subject to German, European and American export controls and embargo provisions. It is the Buyer's responsibility to obtain information regarding the relevant export and/or import provisions or restrictions, and to obtain the corresponding approvals where necessary.

Section 15 Buyer's duty to advise and provide information

The Buyer will inform and immediately advise the Seller in writing of any risks relating to the latter's property that is subject to retention of title. Particularly in cases of pledges or other third-party interventions, the Buyer must immediately notify the Seller in writing, so that the Seller may file a suit pursuant to sec. 771 ZPO (Civil Procedure) (third party proceedings). Where the third party is not able to reimburse the Seller for court and out-of-court costs associated with a lawsuit pursuant to sec. 771 ZPO, the ordering party shall be responsible for the loss incurred by the Seller.

Section 16 Final stipulations

- 16.1 The transfer of the Buyer's rights and obligations to third parties requires the Seller's written consent.
- 16.2 The Seller's domicile shall be the place of jurisdiction for all disputes from the business relationship between the Seller and the Buyer. The Seller is also entitled to file suit at the Buyer's domicile and any other permissible place of jurisdiction.
- 16.3 With regard to the legal relationship between the Seller and Buyer, the laws of the Federal Republic of Germany shall apply, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.4 In the event a provision in these GTC is found to be partially or completely invalid or infeasible, or in the event of a loophole, it shall not affect the validity of the remaining provisions. The invalid or infeasible provision shall be replaced with a valid or feasible provision that most closely corresponds with the purpose of the invalid or infeasible provision. In the event of a loophole, such provision shall be deemed as agreed which corresponds with what would have been agreed to pursuant to the purpose of these GTC if the contract parties had considered the matter in advance.