

General Terms and Conditions of Purchase and Services of KG Deutsche Gasrußwerke GmbH & Co.

Scope

Unless otherwise agreed in writing, these General Terms and Conditions of Purchase and Services shall apply exclusively to this order/contract and to all future orders/contracts. Any conflicting or additional terms and conditions of the contractor (the "Contractor") shall not be binding on us, even if we have not expressly objected to them or have accepted the delivery without reservation.

Unless otherwise agreed, these General Terms and Conditions of Purchase and Services, in the version in force at the time the order is placed with the Contractor or, in any event, the version most recently communicated to the Contractor in text form, shall also apply as a framework agreement to future contracts of the same type, without our having to refer to them again in each individual case.

Order, Quotation

Any oral collateral agreements relating to the order/contract shall be effective only if made in writing.

In the event of a material change in the circumstances forming the basis of the contract, if performance becomes impossible under contracts for recurring services, or if composition or insolvency proceedings are opened in respect of the Contractor's assets and the Contractor has not yet performed, or has not yet fully performed, its obligations, we shall in all cases be entitled to withdraw from the contract or, in the case of contracts for recurring services, to terminate the contract without notice.

Quotations submitted by the Contractor shall be prepared free of charge; cost estimates shall be remunerated only if this has been agreed in writing.

Correspondence

In all correspondence, the Contractor shall state the order number designated by us, the date of the order/contract and the material description and/or material number.

Performance

The Contractor shall establish and maintain a quality assurance system, for example in accordance with DIN ISO 9001 and/or DIN ISO 14001. In addition, the Contractor shall implement and maintain an IT security system in accordance with DIN EN IEC 62443-2-4. Following prior coordination with the Contractor, we shall be entitled to review the Contractor's system by means of a quality audit.

The Contractor and/or its employees deployed on site to perform the contract must be able to communicate in German and/or English. If this is not the case, at least one representative of the Contractor must be present on site who can communicate with the Contractor or the Contractor's employee who speaks neither German nor English.

Subcontractors

The engagement of subcontractors requires our prior written consent. The Contractor shall impose on each subcontractor all obligations that the Contractor has assumed towards us and shall also warrant that its subcontractors fulfil those obligations.

Compliance with Human Rights and Environmental Obligations

The Contractor undertakes to ensure compliance with the statutory provisions and internationally recognised standards concerning environmental protection and respect for human rights. This includes, in particular, compliance with the following prohibitions:

- Child labour
- Forced labour and slavery
- Failure to comply with occupational health and safety obligations under applicable national law where this creates a risk of workplace accidents or work-related health hazards
- Disregard for freedom of association
- Unequal treatment in employment
- Withholding an adequate wage, which must be at least the minimum wage prescribed by applicable law
- Causing harmful soil alteration, water pollution, air pollution, harmful noise emissions or excessive water consumption which, for example, harms the health of individuals

- Unlawful deprivation of land whose use secures people's livelihoods
- Engaging or using private or public security forces to protect the business project where there is a risk of torture or impairment of health and life or of freedom of association and collective bargaining.

The Contractor undertakes to contractually require any subcontractors engaged by it in connection with the contractual relationship with the Purchaser to comply with the above obligations as well. If a subcontractor in turn engages subcontractors, the Contractor shall ensure that all such subcontractors are likewise bound.

At the Purchaser's request, the Contractor shall demonstrate compliance with these obligations by obtaining and submitting suitable documents.

The Contractor shall bear, for the benefit of the Purchaser, all costs incurred by the Purchaser as a result of claims made against it by affected third parties, for example employees of the Contractor or other subcontractors, due to a breach by the Contractor or subcontractors of the above obligations. To secure this claim of the Purchaser, the Contractor shall, at the Purchaser's request, provide security in an appropriate amount in the form of an irrevocable and, except for the written demand for payment in accordance with the relevant guarantee, unconditional, directly enforceable guarantee payable on first demand issued by a credit institution authorised to conduct such transactions in Germany. The Contractor shall bear the costs of the guarantee.

If the Contractor culpably breaches the above obligations, the Purchaser shall be entitled to terminate for cause the contractual relationship between the Purchaser and the Contractor.

Transport

The Contractor shall observe the address stated in the order/contract. Transport/shipment shall comply with the regulations governing tariffs, transport and packaging by rail, road, water, air, etc. (where applicable).

The transport documents shall also state the shipping address and the order details (order number, order date, delivery point, where applicable the name of the recipient, and the material description and/or material number assigned or designated by us). If subcontractors are engaged, they shall state the Contractor as their customer and the order date in all correspondence and transport documents.

The weight of the unit load shall be marked on the unit load in a clearly visible and permanent manner.

Without prejudice to our further claims, the Contractor may make a partial delivery or render a partial service only with our consent.

Information on Hazardous Substances, Product Information

The items to be supplied shall be labelled in accordance with the German Hazardous Substances Ordinance and, in the case of deliveries to the European Union, the directives of the European Community or the European Union concerning hazardous substances/preparations.

The Contractor shall provide us, in good time before delivery, with all necessary product information, in particular information on the product composition and shelf life/service life, such as safety data sheets, processing instructions, labelling requirements, assembly instructions, occupational health and safety measures, etc., including any changes to the foregoing information.

Delay

The delivery/performance date specified by us in the order is binding. The Contractor shall notify us immediately in writing if there is a possibility that it will be unable to perform within the agreed period. In the event of delay, we shall be entitled to the statutory rights and remedies.

The Contractor may raise the objection that documents or information required from us were not made available only if it has not received those documents or information within a reasonable period despite having sent a reminder.

We may claim any agreed contractual penalties that have accrued up to the due date of the final payment without expressly reserving this right pursuant to Section 341(3) of the German Civil Code (BGB).

Evidence of Performance and Acceptance

Any evidence of performance required under the contract, as well as acceptance, shall be provided or carried out at no cost to us and shall be confirmed in writing by the Contractor.

Weight/Quantities

Without prejudice to our further claims, in the event of weight discrepancies the weight determined by us when inspecting the goods received shall apply, unless the Contractor proves that the weight calculated by it at the time risk

passed was correctly measured in accordance with a generally accepted principle. This clause shall apply correspondingly to quantities.

Invoicing and Payment

Invoices must comply with the applicable statutory requirements. The order number and material number must be stated on the invoice. The statutory value added tax must be shown separately on each invoice. Invoices shall be sent separately to the invoice address specified in the order/contract.

Unless otherwise agreed, we shall pay within 14 calendar days subject to a 2% cash discount or within 30 calendar days net. The payment period shall begin upon delivery of the items to their destination (shipping address), or upon acceptance of the service and receipt of the invoice at the invoice address specified in the order/contract. Payments shall not be deemed to constitute acceptance that performance conforms to the contract.

Notice of Defects

We shall inspect incoming goods only for obvious external (transport) damage and obvious external deviations from the agreed identity and quantity. We shall notify such defects immediately after delivery. In all other respects, we shall notify defects as soon as they are identified in the ordinary course of our business.

Claims for Defects, Contractor's Liability, Limitation Periods

The Contractor warrants that its delivery/service has the promised characteristics and the contractually agreed quality, is suitable for the use contemplated by the contract, that its value or suitability for its intended use is not impaired, and that it complies with the state of the art and the applicable statutory and administrative provisions.

If the delivery/service does not meet the requirements of the above Clause 13 or is otherwise defective, we may, at our option and in addition to our statutory rights, require the prompt replacement of the defective goods or rectification of the defect, in either case free of charge. In that event, the Contractor shall reimburse us for all costs incurred by us directly or indirectly as a result of its defective performance. In urgent cases, or if the Contractor is in delay in rectifying the defect, we shall be entitled to rectify the defect ourselves without delay, or have it rectified by a third party, at the Contractor's expense. If the Contractor has given a guarantee as to the quality or durability of the delivery/service, we may also assert our claims under that guarantee, without prejudice to the foregoing.

The Contractor shall be liable for defects in title in accordance with the statutory provisions; in particular, it shall be liable for ensuring that the delivery/service or its contractually agreed use does not infringe any patents or other third-party industrial property rights in the agreed country of destination. If a claim is asserted against us due to such an infringement, the Contractor shall, upon our first request, indemnify us against all claims, including all court costs and legal fees, to which we are exposed as a result of or in connection with the assertion of such third-party rights. Without the Contractor's consent, we may not enter into any settlement with the third party at the Contractor's expense.

In all other respects, the Contractor's liability shall be governed solely by the statutory provisions. Upon our first request, the Contractor shall indemnify us against third-party claims for damages if the defect giving rise to the liability claim was caused by, or is attributable to, the Contractor or its suppliers.

We, or third parties commissioned by us, shall be entitled to repair the delivered item even if the Contractor holds industrial property rights in it.

Statutory and/or contractually agreed claims and rights in respect of defects in title and defects as to quality shall become time-barred in accordance with the statutory provisions.

In addition to suspension of the limitation period in the cases provided for by law, the limitation period for claims and rights in respect of defects shall also be suspended for the period between notification of a defect and rectification of that defect. The limitation period for defective deliveries or services shall recommence in its entirety if, by way of subsequent performance, the delivery must be repeated in whole or in part in the form of a replacement delivery, or if subsequent performance is effected by rectification.

Insurance

The Contractor shall maintain business and product liability insurance with minimum cover of EUR 5 million per insured event for the term of the contract, including the guarantee, warranty and limitation periods. At our request, the Contractor shall provide documentation of its insurance cover; lower amounts of cover shall be agreed with us on a case-by-case basis.

We shall take out transport insurance for all consignments delivered directly to us (for example deliveries under purchase contracts, contracts for work and materials, maintenance contracts and contracts for specially manufactured products, but not the delivery of materials for use by the Contractor at our plant).

Information

All information, including drawings and other materials, that we require for the assembly, operation, maintenance or repair of the delivered items shall be made available to us by the Contractor in good time, without special request and free of charge. Our rights under Sections 434(2) and 437 BGB shall remain unaffected.

Access to Plant/Construction Site

When entering our plant/construction site, all persons shall follow the instructions of our specialist personnel. In all other respects, the Contractor shall obtain and comply with the regulations applicable to the relevant site, such as safety regulations.

Waste Disposal

If, in connection with its deliveries/activities, the Contractor leaves behind waste within the meaning of waste legislation, it shall recover or dispose of that waste at its own expense and in accordance with the applicable waste regulations, unless otherwise agreed in writing. Possession, risk and responsibility under waste legislation shall pass to the Contractor when the waste is generated.

Liability

Liability for culpable injury to life, limb or health, as well as liability under the German Product Liability Act, shall remain unaffected.

Confidentiality

The Contractor undertakes to treat as confidential all information, knowledge and materials, such as technical and other data, measurements, processes, business experience, trade secrets, know-how, drawings and other documents (hereinafter referred to as "INFORMATION"), that it receives from us or otherwise learns from our sphere or the sphere of another group company; not to disclose such INFORMATION to third parties; and to use it solely for the purpose of performing the relevant order/contract. The Contractor shall inform in writing all persons whom it uses to fulfil its obligations towards us of the duty of confidentiality, shall bind those persons to confidentiality for our benefit and shall be liable for their conduct as for its own. At our request, the Contractor shall immediately return all INFORMATION provided to it in physical form, such as documents, models, samples and the like, without retaining copies or notes. In addition, at our request it shall immediately delete its own notes, compilations and analyses containing INFORMATION and shall confirm this to us in writing. All copyrights in the INFORMATION are vested in us.

Planning Documents

All drawings, designs, etc. prepared by the Contractor at our express request shall become our property without additional remuneration, irrespective of whether they remain in the Contractor's possession. Any statements by the Contractor to the contrary, or otherwise inconsistent with the foregoing, for example statements appearing on documents handed over to us, shall not be binding.

Advertising Materials

The Contractor may refer in its information and advertising materials to the business relationship existing between us only with our express prior written consent.

Prohibition of Assignment

Assignments by the Contractor are prohibited except in the cases covered by Section 354a of the German Commercial Code (HGB); exceptions shall exist only in accordance with the further provisions of these General Terms and Conditions and shall become effective only with our written consent.

Miscellaneous

Neither party may assign or transfer an order/contract to another person without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, such prior written consent shall not be required for assignments or transfers made (a) as part of the transfer of all or substantially all of the transferring party's business, or (b) to an affiliate of the transferring party, provided that the transferring party gives the other party prior written notice of the assignment. In all cases, the assignor shall be jointly and severally liable with the assignee in respect of the assigned order/contract.

A delay in exercising any right under these General Terms and Conditions shall not constitute an express or implied waiver or acquiescence and shall not prevent the future exercise of that right.

If at any time any provision of these General Terms and Conditions is or becomes unlawful, invalid or unenforceable under the law of any country, the remaining provisions shall not in any way be affected or impaired.

Place of Jurisdiction, Governing Law and Compliance with Our Code of Conduct

If the Contractor is a merchant (Kaufmann), the exclusive place of jurisdiction shall be the place of our company's registered office. However, we shall also be entitled to bring an action before a court having jurisdiction for the place at which the Contractor maintains a registered establishment.

The order and the legal relationship between the Contractor and us shall be governed by the substantive law of the Federal Republic of Germany, excluding its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.

Our Code of Conduct (available at <http://www.gasruss.de>) forms the basis of the business relationship and is hereby binding on both us and the Contractor.