

General Purchasing Conditions of company HB green energy GmbH & Co. KG As of 01.10.2022

§ 1

The orders placed by HB green energy GmbH & Co. KG shall solely be subject to the following purchasing conditions to which the seller consents at the latest by accepting an order. They shall apply even if the seller offers or confirms the order under reference to his delivery conditions, even if they are not expressly objected to. If the seller does not consent to the purchasing conditions of HB green energy GmbH & Co. KG, he shall note this expressly in a separate letter. For this case, HB green energy GmbH & Co. KG reserves the right to withdraw an order placed without the seller having the right to derive any claims from this. The purchasing conditions of HB green energy GmbH & Co. KG shall apply to future transactions with the seller even if HB green energy GmbH & Co. KG does not expressly refer to them again.

§ 2 Conclusion of the Contract

1. The seller shall be bound to the offers made by him until the end of 3 weeks of receipt of the offer under exclusion of any withdrawal options.

2. Orders from HB green energy GmbH & Co. KG shall only be binding when placed in writing, with web-based orders and/or orders by telefax complying with written form. Oral agreements or oral changes or supplements to orders shall require express written confirmation by HB green energy GmbH & Co. KG to be legally valid.

3. The seller commits to conforming orders placed by HB green energy GmbH & Co. KG, including the delivery date confirmation, in writing again within 7 days. After unsuccessful expiration of this period, HB green energy GmbH & Co. KG shall have the right of declaring rescission of the contract.

4. HB green energy GmbH & Co. KG shall have the right to declare complete or partial rescission of the contract immediately,

- if the effects of force majeure (natural disaster, unrest, war, authority measures, transport impairment, strikes, lock-out, operational impairment) sustainably impairs execution of the contract;
- if an application for opening of insolvency proceedings regarding the seller's assets or corresponding proceedings under local law is filed.

5. The seller commits, where required, to procure sufficient export allocations and required export documents from the relevant authorities for the deliveries where required. The seller shall also ensure at acceptance of the order that he has the required equipment and operating aids that are needed to perform the order.

§ 3 Content of the Contract

1. The information in the order submitted in writing or web-based or by fax by HB green energy GmbH & Co. KG shall be essential for the content of the contract.

2. The seller represents that the goods to be delivered comply with the statutory provisions and relevant standards in the EU. The same shall apply regarding packaging.

§ 4 Place of Performance

The place of performance for any performance from this contract shall be the place of the trade branch of HB green energy GmbH & Co. KG. HB green energy GmbH & Co. KG shall have the right to disclose any other site to the seller as the agreed site of performance (destination). When choosing a foreign place of performance, the applicable law and jurisdiction shall still be according to the rules in §§ 14 and 15.

The risk shall pass to HB green energy GmbH & Co. KG only when the goods have been received in the performance site named in the order letter and handed over. At handover of the goods, HB green energy GmbH & Co. KG shall acquire title in them.

Unloading shall be at the risk of the unloader.

The shipping reports or delivery notes signed off by HB green energy GmbH & Co. KG shall merely be deemed confirmation of receipt without acceptance of the freedom from defect and completeness of the delivery.

§ 5 Deliveries

1. The seller shall announce timely dispatch of the goods before the date of dispatch.

2. Where HB green energy GmbH & Co. KG has not entered into any deviating agreement, over- or under-deliveries shall only be deemed performance of the contract if they approved by HB green energy GmbH & Co. KG.

3. Partial deliveries shall generally not be permitted. If partial deliveries are agreed with, the seller shall inform HB green energy GmbH & Co. KG without delay web-based and/or by fax whether and if applicable when which further deliveries can be expected. This means that the seller shall inform HB green energy GmbH & Co. KG of the respective current status of contract processing, together with the delivery notices, web-based and/or by fax.

4. Delivery before the agreed time shall only be permitted with the consent of HB green energy GmbH & Co. KG.

5. For piece numbers, weights and dimensions, the values determined at incoming goods inspection by HB green energy GmbH & Co. KG shall be relevant unless proven otherwise.

6. The seller shall disclose the applicable binding customs tariff number to HB green energy GmbH & Co. KG for the respective goods type in writing. If HB green energy GmbH & Co. KG must pay a higher import customs fee than originally intended at import of goods into the Federal Republic of Germany due to incorrect or incomplete information of the seller, the seller shall compensate for the resulting damage without delay - in the form of return transfer of the difference.

7. In addition to the documents accompanying the shipment in the original, all customs documents relevant for import, such as goods invoice, supplier declaration, goods traffic certificate, etc., shall be submitted web-basedly or by fax at the latest at dispatch of the goods.

§ 6 Delivery Period and Subsequent Delivery Period

1. Agreed deadlines and periods shall be binding. The delivery period shall be complied with if the goods have been received at the site of performance (destination) designated by HB green energy GmbH & Co. KG at its expiration. Operating impairment of the seller or delivery delays of his pre-supplier shall not extend the delivery period.

2. If the seller recognizes that he cannot comply with the agreed periods/deadlines, he shall report this to HB green energy GmbH & Co. KG in writing without delay under indication of reasons and the expected duration of the delays without being released from compliance with the periods/deadlines by this.

If the parties agree on new periods/deadlines when delays become apparent or default has already occurred, the new periods/deadlines shall be deemed firmly agreed and shall not affect already-resulted claims due to delayed delivery. Acceptance of goods delivered with a delay shall not constitute waiver of assertion of default damage and/or contractual penalties. At non-compliance with the agreed delivery dates or periods, HB green energy GmbH & Co. KG shall have the right to set a grace period to the seller and to announce that he will declare rescission of the contract if this period expires unsuccessfully. In this case, damages claims may be calculated concretely or abstractly. In case of abstract calculation, HB green energy GmbH & Co. KG may charge 30 % of the overall purchasing price without further proof even if the delivery object is called in partial quantities. The seller may document that a lower damage has been incurred.

3. After the expiration of a delivery period purs. to para. 1, a subsequent delivery period of 10 calendar days shall commence without further declaration. After the end of the subsequent delivery period, HB green energy GmbH & Co. KG shall have the choice of declaring rescission of the contract or insisting on performance of the contract in spite of delayed delivery.

4. In case of delivery delays that are not due to the fault of HB green energy GmbH & Co. KG, HB green energy GmbH & Co. KG shall also have the right to demand delivery of the goods by air freight or special transport, with the seller bearing the additional costs for this freight as compared to the originally agreed delivery form.

5. HB green energy GmbH & Co. KG shall have the right to assert the statutory damages for the case of delayed delivery and for non-delivery. This shall also include expenses for necessary coverage purchases.

6. HB green energy GmbH & Co. KG shall have the right to charge a default damage flat-rate at 2% of the delivery value per week, but no more than 10% of the delivery value in total, or to assert any higher default damage that may have arisen. The seller shall have the right to prove that HB green energy GmbH & Co. KG has incurred lower damage.

7. If HB green energy GmbH & Co. KG designates the delivery dates as fixed dates, immediate rescission of the contract may be declared if the delivery has not been made by this date. HB green energy GmbH & Co. KG reserves the right of demanding damages due to non-performance. If HB green energy GmbH & Co. KG still wants to insist on delivery, it must be demanded at once after the period has expired.

8. In case of delivery delays due to natural disaster, unrest, authority measures, transport impairment, strikes, lock-out, operating impairment at the seller's or his sub-supplier's sites, HB green energy GmbH & Co. KG shall have the right, at its discretion,

- to demand delivery at an accordingly delayed time notwithstanding its rights according to the above paragraphs or
- declare rescission of the contract without setting a grace period if its own delivery obligations towards the purchasers require this (replacement procurement).

§ 7 Type of Shipping

1. The goods shall be delivered at the account and risk of the seller. The seller shall bear the shipping costs and packaging costs unless a different agreement has been reached with HB green energy GmbH & Co. KG from case to case.

2. The labelling, packaging and shipping of the goods shall be performed only according to the logistics rules of HB green energy GmbH & Co. KG - which must be requested if necessary. Any obligations to return the packaging shall require special agreement. Packaging lists shall be submitted to HB green energy GmbH & Co. KG before dispatch of the goods web-basedly and/or by fax.

3. The content and form of documents as basis of a letter of credit shall be coordinated with HB green energy GmbH & Co. KG before issuing.

§ 8 Examination for Defects

1. An obligation of HB green energy GmbH & Co. KG purs. to § 377 German Commercial Code to examine the entire goods without delay after delivery and to report any defects without delay shall be excluded.

HB green energy GmbH & Co. KG shall, however, commit to minimum inspection based on the delivery receipts and to inspection for transport damage. The seller commits towards HB green energy GmbH & Co. KG to perform a final inspection of the goods. If HB green energy GmbH & Co. KG finds any defects to the delivery object after further use has commenced (processing or installation), it shall have the right to report the defect from this time onwards. HB green energy GmbH & Co. KG commits to disclosing any defect without delay after it becomes recognizable.

2. The complaint shall be in time for obvious defects if received by the seller within 20 calendar days from the actual receipt of the goods at the destination.

3. The seller shall provide HB green energy GmbH & Co. KG with the collected quality data generated in his area of responsibility. The quality data are to serve mutual information and optimization of the product quality.

§ 9 Liability for Defects of Material

1. The statutory warranty rights shall be due to HB green energy GmbH & Co. KG unreduced, even for defects that are not essential. HB green energy GmbH & Co. KG shall have the right to demand removal of the defect or defect-free redelivery. Any additional costs arising for HB green energy GmbH & Co. KG from this shall be assumed by the seller.

2. If the own delivery obligations require it, HB green energy GmbH & Co. KG shall alternatively have the following rights, under waiver of subsequent performance by the seller:

- removal of the defect at the seller's expense, either directly via HB green energy GmbH & Co. KG or via a third company;
- immediate rescission of the contract;
- utilisation of the defective goods at corresponding reduction of the purchasing price.

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3. Reduction of the statutory warranty and expiration periods shall not be permitted. The seller shall be obliged to hold HB green energy GmbH & Co. KG harmless in case of recourse in the seller chain.

4. Exclusion or limitation of liability of the seller for damage that has not occurred to the delivered object shall not be permitted. The seller shall specifically be obliged to reimburse the damage that arises for HB green energy GmbH & Co. KG due to delay of timely defect-free delivery. This shall include the rights of HB green energy GmbH & Co. KG pursuant to §§ 6 and 10.

5. The above provisions under paragraphs 1 to 4 shall also apply if the seller installs the delivered goods in a building. Supplementary, the rules of the German Civil Code on contracts for work shall apply; acceptance shall be performed formally.

§ 10 Product Liability

1. If any claims are raised against HB green energy GmbH & Co. KG due to defect at the object of the delivery from producer or product liability or other liability situations, the seller shall indemnify HB green energy GmbH & Co. KG from the liability claims resulting from this at the first request if the cause is in the scope of control and organisation of the seller and he is liable himself in the external relationship. Any lack of fault excluding liability must be proven by the seller. Pre-suppliers of the seller shall be deemed his servants.

2. If the seller had the goods delivered to HB green energy GmbH & Co. KG produced by a third party, he hereby assigns all claims from producer liability that he has against the third party to HB green energy GmbH & Co. KG. HB green energy GmbH & Co. KG accepts this assignment; Release from own liability is not included in this assignment.

3. If any defective goods found require inspection of the entire goods delivery - also with the help of an external expert - the seller shall assume the expenses resulting from this.

4. The seller shall be obliged to reimburse all expenses that arise from or in connection with any return or recall campaign unless co- or sole fault of HB green energy GmbH & Co. KG is documented by the seller. This shall also include indirect damage such as interest loss and costs for pursuing rights. Limitation of liability shall not be permitted.

5. The seller commits to taking out a producer's liability insurance and to document it to HB green energy GmbH & Co. KG on request.

§ 11 Property Rights

The seller shall be liable that no third-party rights are violated by delivery and use of the goods delivered by him. In case of violation of rights, the seller shall be obliged to indemnify HB green energy GmbH & Co. KG and any affiliated companies of HB green energy GmbH & Co. KG for any claims raised by third parties and to also reimburse any damage beyond this, including lost profit. If any claims of this kind are raised against HB green energy GmbH & Co. KG by a third party, the seller shall be obliged to indemnify HB green energy GmbH & Co. KG or affiliated companies of HB green energy GmbH & Co. KG for such claims at the first request, including any connected costs for pursuing rights - also those of HB green energy GmbH & Co. KG. He shall not have the right to enter into any agreements or settlements with a third party without the consent of HB green energy GmbH & Co. KG.

§ 12 Retention of Title

Retention of title and extended retention of title in the goods delivered by the seller shall be excluded.

§ 13 Prices and Payments

1. The prices indicated in the order placement shall be binding. These shall be fixed prices for the duration of the contract. The VAT shall be indicated separately.

2. Where no special agreements have been made, the invoice shall be settled within 20 days of receipt and receipt of the invoice, under deduction of 3 % discount, or within 30 days without discount. The payment shall be made under the reservation of final auditing of the invoice.

3. At deliveries for which the defect-free quality according to the templates can only be evaluated after a test procedure, the payment dates specified in para. 2 shall extend by up to 45 calendar days each. Special periods shall apply for document payment pursuant to the letter of credit conditions of the credit institutions.

4. Timeliness of the payment shall be determined by the day of transfer; for payment by cheque, it shall be the day of dispatch of the cheque.

5. HB green energy GmbH & Co. KG shall have unlimited set-off and retention rights at the statutory scope. Set-off by the seller shall only be possible with undisputed or finally determined claims.

6. Assignment of claims against HB green energy GmbH & Co. KG shall only be permitted upon the written consent of HB green energy GmbH & Co. KG.

7. The invoices must include the order number, order date, delivery period, unit prices, item number, total quantity and total price. The seller shall indicate his VAT ID and/or (where required) the respective valid VAT. Invoices of domestic sellers shall be sent to HB green energy GmbH & Co. KG in a single execution, and from international sellers from countries outside of the EU in triplicate.

The seller shall be responsible for any consequences resulting from non-compliance with this obligation. In case of omission, he shall be liable towards HB green energy GmbH & Co. KG for any additional effort resulting from this. The payment dates agreed on in para. 2 shall be calculated from the new submission of a proper invoice.

§ 14 Place of Jurisdiction

The place of jurisdiction (also for claims from bills of exchange and cheques) shall be the location of the HB green energy GmbH & Co. KG trade branch. HB green energy GmbH & Co. KG shall, however, have the right to raise an action against the seller at his corporate seat as well.

§ 15 Applicable Law

The legal relationship between HB green energy GmbH & Co. KG and the seller shall be subject to the law of the Federal Republic of Germany. The provisions of the consistent UN purchasing law are expressly excluded.

§ 16 Customer Protection

The seller commits to secrecy towards third parties regarding any knowledge and information about the purchaser transaction to HB green energy GmbH & Co. KG. Violation of this obligation of secrecy shall be an important cause for termination for HB green energy GmbH & Co. KG.

The seller shall not be allowed to contact the customer of HB green energy GmbH & Co. KG. The seller commits to HB green energy GmbH & Co. KG to not directly and/or indirectly contact customers of HB green energy GmbH & Co. KG.

§ 17 Partial Invalidity and Side Agreements

1. Where individual provisions of this contract are wholly or partially invalid or lose their validity at a later time, this shall not affect the validity of the remaining provisions. This shall also apply if it turns out that there is a gap in the contract. The invalid or impractical provisions shall be replaced or the gap shall be filled by such provision as comes as close as possible to the invalid or impractical provision under economic consideration in the scope of what is legally permissible or, in case of a gap, under consideration of what the contracting parties would have wanted according to the purpose of the contract, if they had thought of this item at conclusion of the contract or at later inclusion of a provision.

2. Side agreements with persons whose representation rights for HB green energy GmbH & Co. KG are not evident from the commercial register shall be invalid unless expressly confirmed by HB green energy GmbH & Co. KG in writing.

3. Oral side agreements are not valid.

4. If a contract or if legal declarations are translated into any other language, the German version shall be relevant if there are any contradictions or doubts about interpretation.