

General Terms and Conditions of Purchasing of German Techem entities*

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 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 two weeks.

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 ordered item, 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 or delivery interruptions caused by unavoidable events (force majeure, e.g. industrial action).

In any event of a non-culpably impeded acceptance by us, the time of delivery and payment shall be extended corresponding to such delay.

5. Time of delivery

Agreed delivery 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.

In the event of delayed delivery, 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. The unreserved acceptance of a delayed delivery 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, purchases 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 2010 DDP apply. The supplier shall bear the costs of transport insurance to the place of delivery.

Partial deliveries 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, the time to make payment commences on the agreed delivery 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, 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 are free from defects or defective title.

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, claims for defects lapse 24 months from commissioning/use/resale of the final product.

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

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.

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 defective delivered item. 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.

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 said materials, with the exception of order-specific usage rights. Said 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 said 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 said 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 said materials, but the materials or products to be manufactured with the help of said materials contains or represents our know-how.

13. Intellectual property

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.

14. 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.

15. 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.

16. 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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