

General Conditions of Purchase

General

1.1 The Principal's Conditions of Purchase are a part of the contract between the Principal and the Contractor and shall apply if and to the extent that no other terms are agreed on for a single order. The Contractor's terms of business are only valid if and insofar as the written agreement of the Principal is received stating direct acknowledgement of the Contractor's terms of business. In particular, any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's terms of business do not constitute the Principal's acceptance of the validity of these terms of business.

1.2 These Conditions of Purchase shall remain valid should the Principal accept any goods/services with full awareness of any terms of business of the Contractor that deviate from or are in conflict with these Conditions of Purchase.

Bid

2.1 Bids and price quotes shall not be remunerated and shall not reflect any obligations on the part of the Principal.

2.2 The Bidder's bid shall comply with the inquiry and he/she must report any discrepancies. If the Bidder has a better solution for an inquiry in terms of technology or economy, he/she shall additionally present this offer to the Principal.

Delivery Date, Partial Delivery/Partial Provision of Services

3.1 The Contractor is obligated to adhere to the delivery date agreed on. Adherence to the delivery date includes delivery of the goods free of any defects to the Principal within the regular business hours accompanied by the required shipping documents to the address specified in the order ("delivery point"). If the Principal and the Contractor have agreed to a delivery inclusive of assembly/service, the handover of the goods, which are free of any defects, shall be considered punctual after the assembly/service has been carried out as agreed to. If an acceptance is stipulated by law or agreed on in a contract, the point in time specified for the acceptance shall be adhered to. Advance deliveries/provision of services or partial deliveries/partial provision of services requires prior agreement on the part of the Principal.

3.2 As soon as the Contractor recognizes that he/she is not able to fulfill his/her contractual obligations either in full or in part, or not within the timeframe given, he/she must report this to the Principal in writing without hesitation. He/she must state the reason(s) for this delay and the predicted delay in delivery. Unconditional acceptance of a delayed (partial) delivery/ (partial) provision of services shall by no means waive any rights of the

Principal related to late (partial) delivery/ (partial) provision of services.

3.3 The Contractor must request the documents required in order to carry out the order in due time, which are to be prepared by the Principal.

Safety, Health and Environment

In carrying out a contract, it is the Contractor's duty to comply with any safety, health and environmental protection measures specified by the Principal and which are stipulated in the purchase order.

Quality

5.1 The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. The Contractor shall adhere to a quality management system as per EU cGMP or one of an equivalent nature. The Principal has the right to inspect this quality assurance system, either by him/herself or through third parties commissioned by the Principal.

5.2 Any changes to the goods or services to be delivered require the prior written consent of the Principal.

Testing and Inspection in the Course of Contract Fulfillment

6.1 The Principal has the right to carry out any tests or inspections as the contract is being fulfilled by the Contractor. The Principal is authorized to visit the Contractor's works for this express purpose during the usual business hours after giving notification. The Contractor and the Principal shall carry the costs incurred on their behalf for the inspection or for testing.

6.2 Inspections/testing as well as the presentation of records do not have any effect on the contractual or legal rights of the Principal with regards to acceptance and defects.

Use of Subcontractors

Third parties (in particular any subcontractors) may only be used or exchanged with prior written consent from the Principal. If the Contractor intends to use subcontractors in fulfilling the contract from the beginning, the Contractor is required to inform the Principal of this when submitting his/her quote.

Shipping, Packaging, Passing of Risk

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8.1 The delivery is to be made DDU (Incoterms 2020) to the delivery point. The delivery shall be accompanied by two copies of the delivery note, the packing slip, inspection certificates according to the specifications agreed on and all other required documents (i.e. inspection certificates according to the specifications agreed on). The following details must be given in all shipping documents as well as on the external packaging, if known: order number, gross and net weight, number of components packaged and the type of packaging (disposable/reusable), completion date as well as delivery point (unloading point) and recipient of goods. For projects, the complete job number and deployment building must be given as well.

8.2 For third country imports, the shipping documents must specify whether it is a delivery duty paid or duty unpaid. If the goods are delivered duty unpaid, the Contractor must submit the following customs documents to the Principal: Dispatch document T1, shipping documents, customs invoice, preference documents such as Form A, EUR.1, A.TR, as well as certificate of origin. If the goods are delivered duty paid, proof of customs clearance must be provided in the shipping documents (ATC number, tax invoice number).

8.3 The Contractor must uphold the Principal's interests during the delivery. Goods must be packed as so to avoid damage during transport. The Contractor is liable for any damage incurred due to improper packaging. The Contractor shall pick up, upon request by the Principal, any accruing additional packaging, transport packaging and sales packaging at the delivery point or have these items picked up by a third party. The Contractor is to package, label and send hazardous products according to the pertinent national and international regulations. A safety data sheet is to be handed over to the Principal in the national language of the recipient country in accordance with Art. 31 EC Regulation No. 1907/2006/EC of the European Parliament and of the Council concerning the registration, evaluation and authorization (hereinafter "REACH regulations") of hazardous products as well as of non-classified hazardous products containing hazardous components in a concentration of more than 1%.

8.4 Up until the actual handover of the goods specified in the contract together with the documents mentioned in points 8.1 and 8.2 at the place of fulfillment, the Contractor shall bear the risk of accidental loss or deterioration. If a delivery inclusive of installation/assembly/service has been agreed on, the risk of loss passes to the Principal after the installation/assembly/service has been completed in due form and following the handover of goods. If an acceptance is stipulated by law or by contract, the deadline for acceptance shall be specified by both parties upon written request by the Contractor. The result of the acceptance shall be documented in an acceptance certificate. Risk shall not be passed before a successful acceptance has been confirmed by the Principal in the acceptance certificate. Acceptance may not

take place in any other manner, especially not through inspections, expert reports, certificates or records of work. Payment of invoice balances is not an indication of acceptance.

Origin of Goods

9.1 The Contractor shall produce a certificate of origin about the source of the goods upon the Principal's request.

9.2 The goods must comply with regulations for the origin of goods as per the EC's preferential agreements insofar as the delivery is within the scope of preferential trade.

Condition of the Delivery/Service, Quality Complaints, Rights in the Event of Defects

10.1 The Contractor is responsible for delivering goods and services free of defects and, additionally, for ensuring that guaranteed features are present. In particular, the Contractor guarantees that goods and services are delivered by qualified personnel and meet the current technical standards as well as the most widely recognized standards in plant safety, occupational medicine and hygiene. Goods and services delivered must also be in line with pertinent legal regulations, especially legal and administrative provisions, tax regulations and social security regulations, as well as regulations for work safety and environmental protection. If machines, equipment or plants constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and plants at the time of contract fulfillment, and shall be CE marked.

10.2 The Contractor guarantees that all materials that the goods contain have been pre-registered, registered and approved in accordance with the pertinent requirements of the REACH regulations. Furthermore, the Contractor shall ensure that all duties applicable to suppliers (in terms of Article 3 No. 32 REACH) must be fulfilled as specified in REACH in regard to the delivery of goods.

10.3 The Principal shall report any obvious defects to the Contractor within fourteen (14) days following receipt of the goods at the delivery point. Any defects that are only identifiable at a later point in time are to be reported by the Principal within fourteen (14) days following their identification. The date of sending such notification to the Contractor shall be decisive for keeping the term. In this respect, the Contractor will waive any objection to late notification of defects.

10.4 In the event of any defects, the Principal has the right to demand cure according to legal regulations. The mode of cure shall be at the Principal's discretion. For the purposes of the cure, the goods shall be made available to the Contractor either at the delivery point or at the location where the goods were located

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when defects were identified, according to the Principal's preference. The Contractor shall bear the cost incurred for cure. During the execution of the cure, the Contractor is required to adhere to the Principal's company requirements. If (i) cure has not been made within a reasonable period, (ii) cure has failed, or (iii) fixing a time limit for cure has been unnecessary, the Principal shall be entitled to claim further legal rights in the event of defects.

10.5 If (i) the Contractor does not fulfill his/her duty to rectify defects as specified without rightfully refusing to provide cure, (ii) the Contractor seriously and irrevocably refuses to provide cure, (iii) cure has failed, (iv) there are fears of a loss of use of the goods, or (v) cure may not be further postponed due to other reasons, the Principal has the right to remedy the defects him/herself at the cost and liability of the Contractor, or allow this work to be undertaken by third parties. The Principal is in this case entitled to demand compensation from the Contractor for the required measures. The legal regulations shall apply in all other cases. Additional rights of the Principal from liability for defects or any guarantees remain unaffected.

10.6 Claims under warranty become time-barred thirty (30) months subsequent to the passing of risk unless a longer expiration period is prescribed by the law. A waiving of claims under warranty on behalf of the Principal shall only come into effect if expressly presented in writing.

Infringing Property Rights

It is the Contractor's responsibility to ensure that the delivery and/or services provided and use thereof according to the contract does not infringe on any patent laws, copyrights or other proprietary rights of third parties. Notwithstanding legal claims, the Contractor shall indemnify the Principal from any third party claims the Principal may be held liable for based on infringing on property rights. The Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and/or rectifying infringements on property rights.

Contract Penalty

If a contract penalty has been agreed upon, the Principal is entitled to claim this up until the final payment is made.

Insurance

13.1 The Contractor shall maintain sufficient liability insurance at his/her own expense for damage for which he/she or his/her servants or agents of vicarious liability are responsible. Evidence of the amount of insurance coverage for each occurrence of damage is to be produced to the Principal upon request. The

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Contractor's contractual and legal liability remains unaffected by the extent and amount of his/her insurance coverage.

13.2 The Principal shall insure items either on loan or rented from the Contractor against damage caused by fire and explosion.

Invoicing, Payment

14.1 The prices agreed to are net costs plus any statutory value-added tax amounts. Invoices are to be issued for deliveries made and services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislation to which the deliveries/services being invoiced are subject. When using self-billing (evaluated receipt settlement), the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance.

14.2 The invoice must include the Principal's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Principal in the purchase order.

14.3 The payment period commences as soon as the invoice, which adheres to the aforementioned requirements, has been received at the billing address given by the Principal in the purchase order. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to verification of the delivery/service provided.

14.4 Payment is not an indication of acceptance of conditions or prices, and thus it shall have no effect on the Principal's rights as regard deliveries made/services provided that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

14.5 If the Principal is obligated to bear the cost of licensing fees for foreign Contractors, the Contractor is required to submit a certificate of exemption pursuant to Section 50a of the German Income Tax Act.

Assignment of Purchase Orders, Transfer, Change of Company Name, Offsetting, Retention

15.1 The Contractor may transfer the rights and responsibilities stipulated in the contract with the Principal to third parties only with the prior written consent of the Principal.

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15.2 The Contractor is required to notify the Principal in writing of any passing of contract by virtue of law and any change of his/her company's trade name without further hesitation.

15.3 The Principal may transfer the rights and responsibilities stipulated in the contract with the Contractor to ACPHIS, Pinneberg or to any affiliated company as defined by the German Stock Corporation Act at any time without the Contractor's prior agreement

15.4 The Contractor is only permitted to offset claims that are undisputed or determined by law. The Contractor is only granted the right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

Cancellation, Rescission

16.1 The contract may be cancelled without notice for just cause. Grounds for just cause are, in particular:

- A serious breach of duty by the Contractor which is not remedied within a set period of time defined by the Principal after the written complaint is received
- An application for bankruptcy proceedings has been filed for the assets of the other contract party, or if the other contract party is insolvent, facing threatening insolvency or ridden by debt as defined by Sections 17 to 19 of the German Insolvency Act. Alternatively, the other contract party cannot fulfill his/her obligation to pay taxes or social security contributions.
- The purchase or use of the goods or the service is or will be either entirely or partly impermissible due to legal or official regulations.

If the Principal cancels a contract for just cause and if additional existing contracts with the Contractor cannot be maintained for the same grounds for just cause, the Principal is also entitled to cancel other contracts existing at the time of cancellation and contracts which have not yet been fulfilled on a pro-rata basis. In such events, the Contractor is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

16.2 In the event of contract cancellation, the Contractor must hand over any documents, records, plans or drawings acquired within the scope of the contract and/or for the purpose of fulfilling or due to the contract without further hesitation to the Principal.

16.3 These requirements apply likewise in the event of rescission.

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Contractor's Removal Duty in the Event of Contract Cancellation

In the event of contract cancellation, the Contractor must attend to dismantling and removing his/her plants, tools and equipment without hesitation at his/her own expense regardless of the grounds for cancellation. Any waste or debris produced by the Contractor's work must be promptly removed and disposed of appropriately by the Contractor at his/her own expense. If the Contractor does not fulfill his/her duties, the Principal may undertake the work him/herself or have it undertaken by a third party and charge the expenses incurred to the Contractor if the work has still not been completed after the reasonable period has lapsed without success.

Documents, Confidentiality, Rights of Use

18.1 It is up to the Contractor to submit to the Principal any plans, calculations or other documents owed in the quantity agreed to in due time so as not to exceed the contract fulfillment period.

18.2 The review of documents by the Principal has no effect on the responsibilities of the Contractor.

18.3 Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter "Principal Documentation") remain the property of the Principal and must be returned to the Principal at his/her request at any point in time. The Contractor is barred from the right of retention to Principal Documentation. The Contractor must observe the proprietary rights of the Principal to Principal Documentation.

18.4 The Contractor is obligated to keep confidential altechnical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Principal documentation (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the contract. This obligation shall be subject to disclosure requirements of a legal, judiciary or official nature. The aforementioned confidentiality obligation also applies after the contract has ended. This confidentiality requirement shall not include any information that the Contractor lawfully possessed prior to the Principal's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from his/her obligation to confidentiality. The burden of proof for such an exception lies with the

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Contractor. The Contractor shall ensure that his/her employees and vicarious agents subject to this confidentiality agreement are obliged to confidentiality according to the rules set forth in these Conditions of Purchase by means of appropriate contractual agreements, too. Upon request, the Contractor shall demonstrate compliance with these obligations to the Principal in writing.

The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this section. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost and/or accessed by unauthorized parties.

18.5 The duty to preserve the confidentiality of commercially sensitive information as defined by the Energy Industry Act and the duty to disclose non-discriminating information that may be commercially advantageous as defined by the Energy Industry Act are not affected by the aforementioned requirements.

18.6 The Contractor shall grant the Principal freely transferable rights of use barred from any restraints in space, content and time for all plans, drawings, graphics, calculations and other documents related to the contract in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices. This information may have either been prepared by the Contractor him/herself or by third parties (hereinafter "work results"). The Principal has the right in particular to exploit, duplicate and distribute such work results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Principal also has the right to grant third parties the same complete rights to use such work results wholly or in part inclusive of any intermediate changes and revisions. The Contractor shall grant the Principal the right of use for work results of the aforementioned scope including for types of use not known at the time of contract award. The legal regulations shall apply in this regard. In acquiring licenses and results from intellectual services, especially studies, specifications, user requirement- and functional design specifications, specific developments in and customization of software, the Principal has the absolute and irrevocable right to use all results of service at the Principal's premises, at ACPHIS in Pinneberg, and all affiliated companies.

Storage and Review of Documents

The Principal has the right to view and make copies or duplicate for his/her own purposes all documents in connection with the provision of services during usual business hours. This right remains valid for the safekeeping period as defined by the law – at least three (3) years starting from the date of acceptance or delivery. The Contractor is obligated to provide assistance with reviews. To the extent to which these documents contain confidential information about the Contractor such as company internal calculations, agreements or confidential information about business partners and/or employees, the Principal's viewing rights shall be barred.

Environmental, Labor and Social Standards

The Principal conducts its business in accordance with the principles of sustainable development and complies with internationally recognized fundamental environmental, labor and social standards. The Principal has described and set forth his/her understanding and implementation of these standards in his/her Values and Principles and Code of Conduct (<http://www.acphis.com/index.php/welcome-to-our-sustainability-microsite>). The Principal expects likewise that the Contractor will comply with environmental, labor and social standards. Should the Principal discover that the Contractor is in breach of these standards, the Principal reserves the right to cancel this contract – without notice, if necessary – in account of national circumstances. Furthermore, the Principal demands that the Contractor ensure his/her subcontractors and subordinate contractors observe these standards likewise.

Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction

21.1 The Contractor may only refer to the business relationship with the Principal with the prior written consent of the Principal.

21.2 The invalidity or unenforceability of any provision or part of a provision of this contract shall not affect the continued existence of the entire contract.

21.3 The contractual relationship is subject to the substantive law of the Federal Republic of Germany with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) adopted 11 April 1980 and the German rules on the conflict-of-laws.

21.4 At the Principal's option the place of jurisdiction shall be either the court functionally responsible for the Principal's registered office or the court responsible for the applicable general legal regulations.

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