# General Terms and Conditions of Purchase

of

# HYDROGENIOUS LOHC TECHNOLOGIES GMBH
# LOHC Industrial Solutions NRW GmbH
# HYDROGENIOUS LOHC NRW GmbH
# HLM Germany GmbH
# Hydrogenious LOHC Infra Bavaria GmbH

(hereinafter referred to individually or collectively as “Hydrogenious” or “Client”)

## §1 Scope and conclusion of contract

1.1 These terms and conditions (hereinafter referred to as “Terms and Conditions of Purchase”) apply to all deliveries/services provided by the Contractor (hereinafter also referred to as “Supplier”) to Hydrogenious as the Client (“Orders”). This shall also apply to future orders in an ongoing business relationship.

1.2 These Terms and Conditions of Purchase apply exclusively. Unless expressly agreed to in writing by Hydrogenious, no other terms and conditions, whether contradictory or supplementary to these terms and conditions, shall become part of the contract, even if the Client does not object to them explicitly. The execution of the Client’s order by the Contractor shall be deemed as acceptance of these terms and conditions. These terms and conditions also apply if Hydrogenious accepts the delivery or service without reservation despite being aware of the conflicting or deviating nature of the terms and conditions of the Contractor.

1.3 Orders and agreements shall only be binding if they are placed and confirmed, respectively, by the Client in text form or electronic form. Text form is understood to mean transmission by fax, computer fax or email, whereby the issuing company and the issuing person must be clearly identifiable. Orders and agreements shall be effective if there is a corresponding note on the order form (e.g. PDF document). Acceptance of orders shall be confirmed to the Client immediately, at the latest within a period of 14 calendar days after receipt, in the same manner as described above. After this period has expired, the order shall be deemed to have been accepted. However, within the offer period the Client is entitled to withdraw an offer made by the Client until the order is executed. Offers by the Supplier, in particular any drawings or other documents required, shall always be submitted free of charge.

1.4 These terms and conditions apply to independent contractors as defined under § 14 paragraph 1 of

the German Civil Code (BGB), to public corporations, and to special funds under public law.

1.5 If any orders contain provisions or content deviating from these Terms and Conditions of Purchase, the provisions/content of the respective order shall take precedence. Any changes to the content of the contract must be in text form to be valid.

1.6 Subcontracting requires the prior consent of the Client in text form or electronic form. This shall not apply if only purchases of standardized and common parts are concerned. In the event of unauthorized subcontracting, Hydrogenious is entitled to withdraw from the order immediately, without prejudice to further claims, in particular to claims for damages.

## § 2 Prices and terms of payment

2.1 The agreed prices are fixed prices and are to be understood as delivered free of charge to the place of use, including packaging and freight costs, plus the applicable sales tax. Unless otherwise agreed, the price includes delivery “DDP” to the delivery address according to the order, including packaging. In particular, this price includes all freight charges and the cost of customs clearance and packaging and other surcharges. If an “EXW” or “FCA” price has been agreed, the Client shall only pay the lowest freight costs. All costs incurred until handover to the carrier, including loading and excluding cartage, shall be borne by the Contractor. The agreement on the place of fulfilment shall not be affected by the type of pricing.

2.2 If, in exceptional cases, the prices are not agreed in advance, they shall be stated bindingly in the order confirmation. The Client has the right to object to the price and/or withdraw from the contract.

2.3 Unless otherwise agreed, the Client is entitled to pay either two (2) weeks after delivery and receipt of the invoice with a two percent discount, or on the 25th (twenty-fifth) of the month following delivery and receipt of the invoice without a discount. In the event that the Contractor performs construction services and does not have an exemption certificate, the Client shall make a tax deduction equal to fifteen percent (15%) of the applicable gross invoice amount.

2.4 In case of defective delivery, the Client is entitled to refuse payment until proper rectification has been completed. This shall also apply in cases of force majeure, as well as in the case of other unforeseeable events for which the Client is not responsible, such as strikes, lockouts, or natural disasters, which make it temporarily impossible or economically unreasonable for the Client to accept the performance or reciprocate. All time limits for discounts, rebates, or other reductions in payment shall be suspended for the duration of the retention periods.

2.5 Any assignment of claims against the Client shall require the Client’s prior consent in text form or

electronic form.

2.6 The Contractor shall only have the right of retention or set-off if claims are undisputed or have been declared final in a court of law.

2.7 Invoices must comply with the applicable legal requirements. The complete order number must be quoted on the invoice. Each invoice must also display the sales tax separately. Invoices must not be enclosed with the shipment, but must be submitted separately for each order immediately after delivery to the billing address specified in the order. Failure to comply with these obligations will result in the invoice not being processed and being deemed not received.

2.8 Payment periods begin upon delivery of the goods at the place of receipt (shipping address) or acceptance of the work performed, but not before receipt of a proper and verifiable invoice at the billing address specified in the order.

2.9 Payments shall be made subject to the invoices being correct and the delivery being provided in accordance with the contract.

2.10 The Client is entitled to offset due and payable debt claims which Hydrogenious has against the Contractor against debt claims, whether due and payable or not, including those arising in the future, which the Contractor has against Hydrogenious.

2.11 Any kind of retention of title, in particular an extended or expanded retention of title, is excluded unless the Client has expressly confirmed otherwise in its order with reference to these Terms and Conditions of Purchase.

2.12 Where the Contractor is required by law to issue an electronic invoice (E-Rechnung) under § 14 UStG, and in any event from 1 January 2028, invoices shall be issued, transmitted and received exclusively as electronic invoices in a structured electronic format conforming to the European standard EN 16931 (in particular XRechnung or ZUGFeRD, the latter at least in the EN 16931 profile or higher). For hybrid formats such as ZUGFeRD, the embedded XML data set is authoritative; the visual (PDF) component is for information only. Before this point, electronic invoices in such formats are accepted; by accepting these Terms and Conditions of Purchase, the Client agrees to receive them.

2.13 Electronic invoices must be transmitted to the electronic invoice address stated in the order. Each invoice must be transmitted as a separate file and must contain the complete order number. Additional transmission of the same invoice in another format (e.g. paper) is to be avoided and does not replace the electronic invoice.

2.14 The Client is entitled to validate incoming electronic invoices technically and in terms of content. A file that does not meet the requirements of Clause 2.12, in particular due to format errors or violations of the EN 16931 validation rules, does not constitute a proper and verifiable invoice within the meaning of Clauses 2.7 and 2.8. The Client will notify the Contractor of this without undue delay. The payment period (including any discount period under Clause 2.3) begins only upon receipt of a corrected invoice that meets the requirements; the corrected invoice must clearly refer to the original invoice.

2.15 Upon request, the Contractor shall inform the Client in text form whether it is already issuing electronic invoices or is still relying on a statutory transitional rule (in particular regarding the turnover threshold of EUR 800,000 p.a.), and shall notify the Client without undue delay once it no longer qualifies for such a rule.

2.16 The Contractor shall be liable for any disadvantages incurred by the Client due to culpable non-compliance with Clauses 2.12 to 2.15, in particular the denial of input tax deduction.

## § 3 Legal provisions and trade terms, advertising ban

3.1 If these terms and conditions do not comprehensively regulate the legal relationship between the parties, statutory regulations shall apply.

3.2 The ICC Incoterms in their latest version applicable at the time of conclusion of the contract (currently Incoterms 2020) shall apply when interpreting the trade terms.

3.3 The Supplier may not advertise or publicly refer to the business relationship with the Client or the Client’s goods without prior written consent.

## § 4 Delivery and delivery time, transfer of risk

4.1 The place of fulfilment for the delivery is the place of receipt specified by the Client.

4.2 Partial deliveries and/or deliveries before the agreed date expressly require the prior consent of the Client in text form or electronic form. The Contractor shall bear the additional costs arising from partial delivery and/or advance delivery, such as freight, etc., if these deliveries have not been expressly requested by the Client and the Client has not expressly agreed to bear these costs.

4.3 For quantities, weights and dimensions, the values determined by Hydrogenious shall apply, unless proven otherwise. If the delivery includes software products, the delivery obligation is not fulfilled

until Hydrogenious has also been provided with the complete user documentation, all necessary access data and, in the case of software specially produced for Hydrogenious, the source code.

4.4 Unless expressly agreed otherwise in text form, delivery shall be made at the risk of the Contractor. The Supplier shall bear the material risk until acceptance of the goods by Hydrogenious or a person authorized by Hydrogenious at the place to which the goods are to be delivered in accordance with the order. If acceptance of the service performed is required by law or contract, the risk shall not be transferred until acceptance has been successfully completed and an acceptance report signed by both parties issued.

4.5 The agreed delivery dates are binding. If the Contractor becomes aware that a delivery date cannot be met, the Contractor shall inform the Client immediately in writing in order to enable the Client to make other arrangements if necessary. In the event of delivery earlier than agreed, the Client reserves the right to return the goods at the Contractor's expense. If the Client accepts an early delivery, the goods shall be stored at the Client's premises at the Contractor's expense and risk until the delivery date.

4.6 If the Contractor is delayed in providing a delivery, after a reasonable time period set by the Client, the Client is entitled to demand the delivery and damages for delayed delivery, or to opt for damages for non-performance instead of performance and to withdraw from the contract. If the Contractor is responsible for exceeding the delivery time or for defective performance, the Contractor shall owe the Client a contractual penalty of 0.50% of the order value of the delayed delivery per week, unless otherwise agreed, up to a maximum of 5.00% of this order value; the right to claim further damages is reserved. If the Client claims damages, the contractual penalty shall be deducted from this amount, such that the forfeited contractual penalty shall constitute the minimum amount of damages. The Supplier is entitled to provide evidence to the Client that no damage or only very slight damage occurred as a result of the delay. The Client is obliged to declare reservation of the contractual penalty within ten (10) working days at the latest, calculated from the receipt of the delayed delivery. The right to assert further rights is reserved. The unconditional acceptance of the delayed delivery shall not constitute a waiver of the claims to which the Client is entitled as a result of the delay.

4.7 The Contractor's obligation to deliver in accordance with the contract shall remain unaffected by the payment of any contractual penalties. The Client reserves the right to assert claims beyond this.

## § 5 Shipping and packing

5.1 In the case of delivery on call or intermediate storage at the Client's request, proper storage must be ensured. The invoice, delivery note and shipping advice shall be sent to the Client in proper form. For all deliveries of goods to Hydrogenious, the Supplier shall provide information on the origin and,

if applicable, the customs tariff number, with reference to the part number. For goods originating in the EU, the Supplier shall automatically provide Hydrogenious with this information via a long-term supplier's declaration or individual supplier's declaration. Any changes must be reported to Hydrogenious immediately.

5.2 The Contractor shall be liable for the consequences of an incorrect consignment note declaration. The shipping advice must be submitted immediately upon dispatch of each individual shipment. If the designated place of receipt, department, order number, subject note, or issue note are missing from the shipping documents, all costs incurred as a result shall be borne by the Contractor.

5.3 Goods must be packed in such a way that transport damage is avoided. Packaging specifications of the Client contained in individual orders must be complied with. Packaging materials must be used only to the extent necessary. The Contractor shall take back the packaging in accordance with statutory regulations. The Contractor shall be liable for any damage resulting from defective packaging.

5.4 The Contractor shall take out transport insurance to cover its interests. In addition, the Contractor shall take out industry-standard liability insurance at its own expense for damage caused by the Contractor, the Contractor's personnel, or commissioned third parties due to delivering the goods. Both insurance policies must be shown to the Client upon request. Any further claims for damages to which the Client may be entitled beyond the insurance coverage shall remain unaffected.

## § 6 Drawings, execution documents, tools

6.1 Drawings and other documents, devices, models, tools, and other means of production provided to the Contractor shall remain the property of the Client. Tools and other means of production paid for by the Client shall be transferred to the Client. The aforementioned items may not be scrapped, reproduced, or made available to third parties, e.g. for the purpose of manufacturing, without the prior consent of the Client in text form or electronic form. They may not be used for purposes other than those contractually agreed, e.g. delivery to third parties.

6.2 The aforementioned items shall be carefully stored for the Client by the Contractor at the Contractor's expense during the performance of the contract. Care, maintenance, and partial replacement shall be governed by the respective agreements made between the Client and the Contractor. The Client reserves all rights to drawings or products made according to the Client's specifications, as well as to processes developed by and for the Client.

## § 7 Requirements for the delivery item/IP

7.1 An existing order specification by the Client contains binding requirements for the Contractor. Unless

otherwise agreed, the requirements listed therein must be complied with. Likewise, all standards applicable to the delivery, e.g. DIN, EN, ISO, must be complied with; a documented quality assurance suitable in terms of type and scope must be ensured; and quality testing must be carried out. If deviations from the order specification or the applicable standards are necessary in individual cases, the Contractor must obtain prior consent from the Client in text form or electronic form. However, such consent does not release the Contractor from its contractual and legal obligations.

7.2 The Client is entitled to check compliance with the respective necessary standards and quality requirements personally, or through third parties commissioned by the Client, after giving notice.

7.3 The Contractor shall transfer ownership to the Client of all documents (including technical documents) required for the delivery (including those of subcontractors). The Contractor grants the Client the right to carry out repairs and modifications to the delivery item (or have them carried out) and to manufacture spare parts or have them manufactured by third parties. The Contractor grants the Client a non-exclusive, transferable, and irrevocable right of use to the delivery item for all purposes, unlimited in terms of content, time, and space. These purposes include, but are not limited to, the right to reproduce, edit, and distribute. In the case of delivery items individually manufactured for the Client, the Contractor also grants the exclusive right of use and exploitation.

7.4 The Contractor shall deliver all required spare parts to the Client at reasonable market prices during the period of the average service life of the delivered product. The Contractor undertakes to notify the Client in writing at least six (6) months prior to discontinuing the manufacture of any product purchased by Hydrogenious.

7.5 If software is part of the delivery, the Client shall have the right to use and exploit it for its own purposes. In addition, the Client is entitled, even without express agreement with the Contractor, to make a backup copy and to adapt the software in such a way that it is interoperable with the other programs used by the Client as desired by the Client.

## § 8 Liability for defects

8.1 Material defects

8.1.1 The Contractor warrants that all deliveries reflect the state of the art and comply with all relevant legal provisions and regulations as well as directives issued by authorities, professional associations, and trade associations and – if provided – the requirements in the drawings and specifications of the Client. If deviations are necessary in individual cases, the Contractor must obtain the prior consent of the Client in text form or electronic form. Such consent does not release the Contractor from its contractual obligations. The Contractor’s liability shall also extend to parts manufactured

and/or supplied by subcontractors.

8.1.2 The Contractor undertakes to use environmentally friendly products and processes for its deliveries and for subcontracted or ancillary services of third parties within the scope of economic and technical possibilities. The Contractor shall be liable for the environmental compatibility of the delivered products and packaging materials and for any damage caused by the violation of its legal disposal obligations. Upon request by the Client, the Contractor shall issue a certificate of inspection for the delivered goods.

8.1.3 To the extent feasible in the ordinary course of business, the Client shall inspect the goods upon receipt for identity, completeness, and externally visible damage, in particular transport damage, and shall give notice of such immediately. An inspection of the delivered goods by the Client for quantity and identity and for other quality deviations shall be carried out exclusively on the basis of the delivery documentation and the marking on the outermost packaging of the goods (obvious defects) or insofar as these are recognizable during our quality control, in a spot-check procedure. There is no further obligation to perform a technical incoming goods inspection. In the case of non-obvious (hidden) defects, the notice of defect shall be deemed timely if it is received by the Contractor within a period of ten (10) calendar days, calculated from the date of discovery by the Client. If the inspection of the goods is impeded by circumstances within the Contractor’s area of responsibility, the period shall be extended accordingly. No duty of inspection exists if acceptance has been agreed.

8.1.4 If deliveries are defective, the Contractor shall remedy the defect immediately at the Contractor’s own expense, including all ancillary costs, which shall also include any costs of dismantling and installation incurred, either by remedying the defect or by delivering an item free from defects, as the Client chooses. In addition, the Client is entitled to further statutory rights in the event of defects.

8.1.5 If the Contractor fails to meet its obligation to remedy the defect within a reasonable period set by the Client, the Client may remedy the defect itself or have it remedied by third parties at the expense and risk of the Contractor, without prejudice to its other liability for defects.

8.1.6 In urgent cases, in order to avert acute danger or avoid serious damage, if remedial performance by the Contractor cannot be waited for, the Client may, without prejudice to its statutory rights in respect of defects, otherwise carry out the measures necessary to remedy the defect itself or have them carried out by third parties at the expense and risk of the Contractor. Minor defects (up to EUR 500) may be remedied by the Client or a third party in the interest of uninterrupted production without prior consultation with the Contractor and the expenses may be charged to the Contractor without affecting the Contractor’s liability for defects.

8.1.7 The claims to which the Client is entitled in the event of defects shall expire thirty-six (36) months after the transfer of risk. In the event that longer periods are stipulated by law, these periods shall apply. The limitation of claims shall be suspended as long as the goods are in the possession of the Contractor or its vicarious agents for inspection for defects or for repair. For parts repaired or redelivered within the limitation period, the limitation period shall recommence at the time when the Contractor has fulfilled the claim for remedy of defects in acknowledgment of its obligation to remedy. In the event of a repair, however, this shall only apply with regard to the same defect or the consequences of a defective repair.

If similar defects or malfunctions occur in more than 10.00% of the delivered items of the same type within a period of three (3) years after delivery to the Client, a type and serial defect shall be deemed to exist. In this case, the Client shall be entitled to demand replacement of an entire series of contractual items, or of the products in which the Client has incorporated the defective items, at the Contractor's expense, even if no symptoms of defects are yet apparent in individual items.

If the Contractor has assumed a guarantee for the quality or durability of the supplied item, the Client may also assert claims under the guarantee in addition to the Client's defect rights.

8.2 Defects of title

The Contractor warrants that its deliveries or the use of its deliveries do not infringe any third-party property rights, in particular patents, utility models, trademarks, copyrights and competition rights, and trade and business secrets. If the use of the deliveries leads to an infringement of the industrial property rights of third parties, the Contractor shall, at the Client's discretion, either procure for the Client or its customers the right to continue using the deliveries or modify the deliveries in a way acceptable to the Client so that the infringement of the industrial property rights ceases to exist without the originally agreed quality, performance or performance guarantees being affected. In addition, the Contractor shall indemnify the Client and the Client's customers, to the extent permissible, against all claims of third parties and bear their legal costs. Claims arising from defects of title shall not expire as long as the third party can still assert the right against the Client.

## § 9 Product liability

9.1 If the Contractor is responsible for damage under the German Product Liability Act (*Produkthaftungsgesetz*), the Contractor shall be obliged to indemnify the Client against any claims for damages by third parties upon first written request. This shall also apply if joint and several liability exists between the Client and the Contractor with regard to the injured third party in accordance with the German Product Liability Act.

9.2 In addition, the Client shall be entitled to reimbursement of all costs and expenses it incurs in this

connection, in particular due to product recalls initiated by the Client. The Client shall inform the Contractor, to the extent possible and reasonable, of the nature and scope of any product recalls.

9.3 Paragraphs 9.1 – 9.2 shall apply accordingly if product defects are attributable to deliveries from the Contractor's upstream suppliers or subcontractors.

9.4 Further legal claims remain unaffected.

## § 10 Data protection

10.1 The Contractor undertakes to observe and implement the provisions of the German Federal Data Protection Act and the EU General Data Protection Regulation.

10.2 If the Contractor processes data at a location outside a member state of the European Union or a contracting state of the European Economic Area, the Contractor shall conclude supplementary agreements with the Client that ensure an adequate level of data protection on the part of the Contractor; if the Contractor uses subcontractors for this purpose, the Contractor shall, at the Client's request, ensure that they conclude corresponding agreements with the Client.

10.3 The Contractor undertakes to collect, process, disclose, make available, or otherwise use personal data exclusively for the purpose of fulfilling the contract and to store such data for this purpose and thereafter only for the purpose of fulfilling statutory retention obligations. Any disclosure of personal data to third parties requires the prior consent of the Client in text form or electronic form, unless the Contractor is under a corresponding legal obligation to do so.

10.4 The Contractor shall ensure that all persons employed by it within the scope of this order are trained in data protection prior to their assignment and commit themselves to complying with data secrecy pursuant to Article 32 (4) GDPR during and also after termination of their activities, and are obliged not to collect, process or use personal data without authorization. These declarations of commitment must be submitted to the Client upon request.

10.5 The Contractor shall exercise due care to ensure that all persons entrusted with the processing and fulfillment of the order comply with the statutory regulations on data protection, including the GDPR, and shall not disclose to third parties or otherwise exploit any information obtained from the Client.

10.6 If the Contractor processes personal data from the Client as the object of the ordered service provision, the Contractor shall additionally conclude an agreement with the Client on data protection and data security in contractual relationships in accordance with Article 28 (3) GDPR and provide the

information required for this in the form of the supplier questionnaire provided by the Client, if required.

10.7 Upon request, all required information shall be provided to the Client's data protection officer(s), proof of data protection shall be provided by means of a data protection concept, if applicable, and required documents shall be handed over.

## § 11 Export control and customs regulations

11.1 In the event of deliveries with an international element, the Contractor shall comply with all requirements of the applicable national and international customs law and foreign trade law (hereinafter referred to as "foreign trade law"). In particular, the Contractor shall be obliged to actively and fully inform the Client with the order confirmation, and immediately in the event of changes, about any goods-related licensing obligations and export restrictions of its goods according to German, European, US, or other applicable export regulations and shall be liable for fees, customs duties and penalties in the event of violation in addition to damages and expenses.

11.2 If preference documents turn out to be insufficiently informative or incorrect and the Client is obliged for that or other reasons by the customs authorities to submit information sheet INF4 or comparable documents, the Contractor shall be obliged upon request to immediately provide the Client with error-free, complete, and customs-confirmed information sheets INF4 or comparable documents on the origin of the goods.

11.3 The Contractor warrants that the personnel employed for the production, storage, and processing, loading, transport, and acceptance of such goods are reliable and that it has checked them against the currently valid EU sanctions lists. The Contractor further warrants that all business partners acting on its behalf are informed that they must also take measures to secure the aforementioned supply chain. The Contractor agrees that its data will be checked against the currently valid EU sanctions lists. Furthermore, the Contractor undertakes to comply with all applicable regulations regarding supply chain compliance, in particular the Supply Chain Due Diligence Act (LkSG) as well as any subsequent or overarching regulations.

11.4 If the Client or its customers are subsequently charged by a customs authority due to its own incorrect proof of origin or if the Client or its customers suffer any other financial loss as a result and the error is based on an incorrect declaration of origin by the Contractor, the Contractor shall be liable for this.

## § 12 Free-issue materials

The materials provided by the Client (substances, models, containers, tools, data, drawings, constructions, software) shall be treated and processed on behalf of the Client, shall remain the property of the Client in the treatment and processing stage, and may only be used for the purpose intended. If the item provided by the Client is inseparably mixed with other items not belonging to the Client, it shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus sales tax) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Contractor's item is to be regarded as the main item, it shall be deemed agreed that the Contractor shall transfer co-ownership to the Client on a pro rata basis and shall hold it in safe custody for the Client free of charge. The Contractor shall bear the risk of loss and/or destruction and shall be liable in the event of culpable conduct for the loss of or damage to items provided. The Client must be informed immediately of any impairment of such items.

## § 13 Confidentiality and industrial property rights

13.1 All information made available in connection with and in the course of this cooperation by or through the Client or its affiliated companies directly, or indirectly through its affiliated companies, appointed representatives, consultants, or cooperation partners, including but not limited to end-customer-specific information and names, specifications, calculations, layouts, drawings, project designations, technical, commercial and/or business information, contents, and objectives, as well as all data and documents etc., irrespective of the form or type in which they have been transmitted, e.g. in written form, on data carriers, electronically, verbally or otherwise, shall only be used for the purpose of initiating or implementing the contract, shall be treated as strictly confidential, and may only be passed on to third parties with the express prior consent of the Client. The Contractor as recipient of the confidential information is not entitled to claim prejudice to novelty or a right of prior use in any industrial property right application proceedings subsequently initiated by the disclosing party with respect to the confidential information in question. This obligation shall exist for a period of ten (10) years from the initiation of the contract.

13.2 Confidential information shall not include information which can be proven either to have been lawfully known to the Contractor without an obligation to maintain secrecy prior to disclosure, or to have been communicated or made available by an authorized third party without an obligation to maintain secrecy, provided that the third party is not itself in breach of an obligation to maintain secrecy when handing over the information, or to be or become publicly known, evident or generally available or state of the art without the Contractor being responsible for this, or to be known in advance from the Contractor's own activities. The confidentiality obligation shall also not apply if confidential information is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or an administrative or governmental agency, provided that the Contractor immediately notifies the Client in writing of any such order, thereby giving the Client the opportunity to contest

the need for disclosure or to seek an appropriate confidentiality order or other court order – provided always that the relevant proceeding permits the foregoing notice by the Contractor.

13.3 The Contractor is obliged to disclose only such confidential information as is necessary for the initiation or execution of the contract only to employees who must be involved for the processing of the project. All employees who have access to the aforementioned information shall be obliged in writing to maintain confidentiality in accordance with this Agreement, excluding the disclosure of the confidential information, to the extent permissible, even beyond the termination of the respective employment relationship. This also applies to subcontractors to the extent that disclosure of confidential information is necessary for them to prepare a quotation for the purpose of the contract. The Contractor shall provide evidence of this in writing upon request. Affiliated companies of the Contractor shall not be considered third parties insofar as they work on the purpose of the contract and insofar as confidentiality obligations corresponding to this confidentiality agreement have been imposed on them, unless they are in competition with the Client. The Contractor undertakes to inform the Client immediately as soon as the former becomes aware of a breach of this confidentiality agreement. In the event of a breach, the Contractor shall be fully liable.

13.4 Upon request by the Client or upon termination of the cooperation within the scope of the Agreement, the Contractor shall immediately, at the Client’s discretion, return all confidential information to the Client in full and destroy all documents, copies, files, etc. created on the basis of the confidential information. This does not apply to routine backups of electronic data communication if this would only be possible with disproportionate effort. The Contractor shall confirm in writing the return or destruction of the confidential information within fourteen (14) days of receipt of the Client’s request or of termination of the collaboration. The Contractor shall be permitted to retain a copy of confidential information for the sole purpose of keeping records and shall be obliged to keep such information secret and under lock and key even beyond the period specified in Clause 13.1.

13.5 In addition to the Client’s assertion of any claims for damages and the right to demand fulfilment of this non-disclosure agreement, the Client shall be free, irrespective of any other rights under this non-disclosure agreement, to seek interim legal protection before the competent court. In the case of unauthorized disclosure of confidential information to third parties, the Contractor shall assign its claims to the Client if the Contractor does not take appropriate action against the third party in favor of the Client.

13.6 All industrial property rights to drawings and other documents of the Client shall remain with the Client and may not be exploited or made available to third parties without the Client’s prior written consent. The same shall apply to other technical details arising from the order or disclosed in other correspondence or negotiations. No provision of these terms and conditions may be construed as

creating any rights whatsoever on the part of the Contractor in respect of the Client's industrial property rights. The Contractor acknowledges that copyrights and other intellectual property rights, e.g. drawings, models, know-how, concepts, inventions, patents, copyrights, trademarks, software, ideas, and/or trade secrets pertaining to confidential information, even in the event of changes, such as modifications, adaptations, improvements, extensions, updates, or new versions, derivatives or evolutions, shall belong solely to the Client. Consequently, the Contractor cannot acquire any intellectual property rights from the confidential information.

13.7 The Contractor already acknowledges these obligations by commencing contract negotiations, regardless of whether a contract is concluded.

## § 14 Suspension

The Contractor agrees to temporarily interrupt fulfilment of the scope of delivery (in whole or in part) at the Client's request. The Contractor may only claim additional costs if the suspension lasts longer than six (6) months, unless the Contractor's expenses resulting from the interruption are unreasonable. In this respect, additional costs shall only be payable from the seventh (7th) month. The Contractor is only entitled to compensation for reasonable, exclusively direct additional costs (but not loss of profit or similar) which have been caused exclusively by the suspension. The Contractor shall provide evidence of the reimbursable additional costs to the Client no later than four (4) weeks after the suspension has ended. The Contractor is obliged to keep the costs resulting from the suspension as low as possible and to continue performance of the deliveries immediately after the suspension has ended.

## § 15 Conformity with regulations

15.1 The Contractor shall ensure that the employees deployed by it or its subcontractors or personnel service providers to perform contracts with the Client receive the statutory minimum wage in accordance with the German Minimum Wage Act (MiLoG) or at least the minimum hourly wage based on the ordinance issued pursuant to § 3a of the German Temporary Employment Act (AÜG) or, if the services to be rendered fall under the scope of application of the German Posted Workers Act (AEntG), the respective prescribed industry minimum wage. The Contractor shall also ensure that mandatory obligations to pay contributions to social security institutions, occupational insurance associations and other organizations, such as the joint organizations of the parties to the collective agreement referred to in § 8 AEntG, are complied with.

15.2 When selecting subcontractors or personnel service providers, the Contractor shall check whether the preconditions pursuant to Clause 15.1 are met and shall oblige such parties to comply with these preconditions in writing. In addition, the Contractor shall obtain written confirmation from them that

they will require subcontractors or personnel service providers engaged by them to comply with the requirements.

15.3 In the event that claims have justifiably been made against the Client by an employee of the Contractor or by an employee of a deployed subcontractor, regardless of the employee's level, or of a personnel service provider to act as a guarantor for payment of the statutory minimum wage or the minimum wage for the industry or by one of the organizations of the parties to the collective agreement referred to in § 8 AEntG for payment of contributions, the Contractor shall indemnify the Client against these claims.

15.4 The Client is entitled to terminate the contract with the Contractor without observing a notice period if claims have justifiably been made against the Client under the guarantor's liability in accordance with MiLoG or AEntG.

15.5 In addition, the Contractor shall be liable to the Client for any damages accruing to the Client resulting from culpable non-compliance with the obligations under Clause 15.1 and Clause 15.2.

15.6 Unlawful employment of any kind is to be avoided.

15.7 The Contractor warrants that its deliveries comply with the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation"), as amended from time to time. In particular, the Contractor warrants that the substances contained in the products supplied by the Contractor have been registered to the extent required under the provisions of the REACH Regulation, and that Hydrogenious is provided with safety data sheets in accordance with the provisions of the REACH Regulation or the information required under Article 32 of the REACH Regulation. If the Contractor supplies products within the meaning of Article 3 of the REACH Regulation, it shall in particular also be responsible for fulfilling its obligation to pass on sufficient information in accordance with Article 33 of the REACH Regulation.

## § 16 Compliance / Code of Conduct

The Contractor shall comply in all respects with the laws and regulations of the applicable legal system, including, among others, those relating to antitrust law, prevention of corruption, data protection, and export control.

## § 17 Statute of limitation

Claims against the Client based on or in connection with the Client's order shall expire two (2) years

after the date of receipt of the delivery and the invoice. If the date of receipt of the delivery and the date of receipt of the invoice differ, the earlier date shall apply.

## § 18 Place of jurisdiction, applicable law, miscellaneous

18.1 The exclusive and sole place of jurisdiction shall be Erlangen. However, the Client is also entitled to take legal action against the Contractor at the Contractor's place of business or at the place of fulfilment of the delivery obligation.

18.2 The laws of the Federal Republic of Germany apply to the exclusion of the conflict-of-laws provisions of private international law and the United Nations Convention on Contracts for the International Sale of Goods.

18.3 Should individual provisions of these terms and conditions be or become ineffective, the validity of the remaining terms and conditions shall remain unaffected.