

General Terms of Sale of ECOBAT Resources Braubach GmbH

1. General – Area of Application

- a) Our Terms of Sale apply exclusively; we do not recognize Terms of the Buyer which contradict or deviate from our Terms of Sale unless we have expressly agreed in writing to their validity. Our Terms of Sale also apply when we make delivery to the ordering party without any reservations in awareness of terms of the ordering party which contradict or deviate from our own Terms of Sale.
- b) All agreements which are made between us and the ordering party for the purpose of performance of this contract must be recorded in writing.
- c) Our Terms of Sale also apply to all future transactions from current business relations with the ordering party.
- d) Individual agreements agreed upon in an individual case (including side agreements, supplements and amendments) shall by all means have priority over these terms of sale. For the content of such agreements, a written contract respectively our written confirmation prevails.

2. Conclusion of Contracts

- a) Unless otherwise agreed or stipulated in the confirmation of order, our quotation is without obligation. Orders placed by the Buyer become binding upon us only if we have confirmed them in writing or performed them.
- b) Contract changes contained in our confirmation of order or in other declarations are binding for both parties if we do not receive an objection of Buyer within three working days and if the changes do not substantially affect the contractual terms.

3. Prices

- a) Unless otherwise stipulated in our confirmation of order, our prices apply FCA (Incoterms 2020). We reserve the right to charge packaging costs separately.
- b) Our weight shall govern.
- c) We reserve the right to increase our prices by a reasonable amount if, after conclusion of the contract, costs increase, in particular as a result of collective wage agreements or rises in prices for materials, and if we are not liable for this increase.
- d) The deduction of discount is subject to a special written agreement.
- e) Our prices do not include the statutory rate of value added tax (VAT). It is shown separately on the invoice at the statutory rate on the date of issuing the invoice.
- f) In case the Parties assume that the respective transaction is VAT-free and the fiscal or tax authorities assert that it is not, the price will increase in the amount of the VAT. We reserve the right to retroactively demand the VAT from Buyer with the issuing of a new invoice with displayed VAT.
- g) In case of export delivery, Buyer shall provide us with all relevant certificates in accordance with the German UStDV (Turnover Tax Implementing Regulation). In case the certificates are not sent to us in due time, we reserve the right to issue a new invoice including VAT, which will replace an older invoice excluding VAT. The invoice including VAT shall in this case be the only valid and decisive one between the parties. "In due time" shall for these purposes mean that the necessary certificates arrive within 90 days from the time that the goods leave our premises (goods issue date). We will inform Buyer about this date.
- h) In case of intra-Community deliveries into another EU member state than Germany, Buyer is obliged to issue an entry certificate / confirmation of arrival according to the requirements of the respectively valid version of sec. 17b German UStDV and shall, unless mutually agreed otherwise, use a specimen of confirmation of arrival provided by us. The Buyer acknowledges that in case the confirmation had not been timely issued (at the latest on 7th day after receipt of the goods, or in case the Buyer executes the transport, by the end of the movement in the other EU member state), the invoice (without VAT) will be replaced by a new invoice (including VAT) which will be valid and decisive between the Buyer and us.

4. Terms of Payment

- a) Unless otherwise stipulated in the confirmation of order, the purchase price net is due for payment without deduction within 25 days of the invoice date. We are entitled to claim damages caused by delay according to the statutory law, including interest at the rate of 9 percentage points p.a. above the relevant discount rate of the European Central Bank. In addition, we may claim a compensation for exchange losses.
- b) The Buyer may only set off counter-claims which are undisputed, ready for decision, determined without further legal recourse or which we have recognised. Furthermore, it is only authorized to exercise a right of retention to the extent that its counter-claim is based on the same contractual relationship.
- c) In export business, costs associated with payment are at the Buyer's expense insofar as they are incurred outside the Federal Republic of Germany.
- d) In case we are obliged to perform in advance or if after the conclusion of the contract we become aware of circumstances regarding the Buyer that may endanger our claim for payment, we are entitled, besides our claims from the retention of title according to sec. 10, to prohibit the further sale and further processing of the goods and to demand the return or transfer of constructive possession of the goods to us on Buyer's account, as well

as to withdraw the authorisation to collect the receivables under sec. 10 lit. f). In these cases, Buyer hereby authorises us to enter his property and collect the delivered goods. This recollection will not constitute a rescission from contract unless expressly stated otherwise.

- e) In case Buyer has not paid the full amount of an invoice 6 days after a reminder, without a reminder within 60 days after invoice date, the following shall apply:
- We shall be entitled to request immediate payment of any other invoices issued regarding this contract;
 - We shall be entitled to suspend delivery and/or performance in whole or in part, also with regards to later deliveries;
 - We are entitled to withdraw from the contract after having set a time limit for payment to Buyer.
- f) We shall be entitled to terminate the contract or to hold back / cancel deliveries in the event of indications that Buyer might be or become unable to fulfill its payment obligations towards us.
- g) Buyer is solely responsible for ensuring that payment is made to Seller's correct bank account. Buyer accepts responsibility for misdirected funds. This does not apply if (1) Buyer acted without culpability or (2) if Seller acted culpably. For payment diversion fraud avoidance purposes, Seller will never initiate bank account payment method changes via telephone or updated bank information on invoices. In the event Seller needs to change its payee bank account information or payment method, then Seller will send Buyer a specific bank account change notification letter via post or email from a known email account. Upon receipt of such letter and prior to changing bank account information or payment method, Buyer must contact Seller's representative, via valid/established contact channels, to positively confirm and validate the account change request. If Buyer does not comply with these terms, it acts in negligence.

5. Transfer of risk / Transportation Insurance

- a) As far as not determined otherwise in the order confirmation respectively by individual agreement, delivery per FCA Braubach or any other agreed loading point (Incoterms 2020) shall be deemed as agreed.
- b) On demand and for account of the Buyer, the goods may be sent to another place of destination (sale by dispatch). In case Buyer should require so, we will effect a transportation insurance at the expense of the Buyer.

6. Delivery Times, Delivery and Transport

- a) Agreed delivery times and dates are binding only after our express written confirmation. Under no circumstances does the agreement constitute a fixed-date purchase. Delivery times begin with the date of our written confirmation of the order, but not until all delivery details are arranged and all conditions to be met by Buyer are fulfilled. The defence of non-performance of the contract is reserved. In case of default of delivery, the grace period to be granted by Buyer is minimum 5 working days. As delivery date applies either the day we inform that the goods are ready for dispatch, otherwise the day of dispatch.
- b) We are entitled to make partial deliveries, as long as they are not completely useless for the Buyer according to the nature of the contract. If delivery is made by instalments, any default by us regarding any delivery shall not be deemed to constitute a breach of the entire contract but only in respect to the delivery concerned.
- c) Unless otherwise expressly agreed, all goods travel at the Buyer's risk regardless of who pays the freight costs. We choose route and mode of shipment. Incoterms 2010 apply to the interpretation of the usual commercial clauses.
- d) Unless a standard dimensional tolerance applies to the goods, delivery of goods within 10 per cent – in case of silos 15 per cent – above or below the weight or quantity agreed between the parties shall be accepted by Buyer.
- e) Insofar as we cannot observe binding delivery deadlines for reasons we are not liable for (non-availability of performance), we will inform the Buyer without undue delay and announce a new estimated date of delivery. In case of non-availability of performance within the new delivery deadline, we have the right to partially or totally withdraw from the contract; any counter-performance already rendered we will refund without undue delay. Non-availability in this case means in particular failures of our own suppliers to deliver punctually in case we have concluded a congruent coverage transaction.
- f) In case of default of acceptance by Buyer, or if Buyer culpably breaches other obligations of cooperation, it is obliged to compensate our losses including additional expenses. Further claims and rights are reserved.
- g) If the conditions of f) apply, the danger of an accidental perishing or deterioration of the sold goods is transferred to Buyer with beginning of its default of acceptance or debtor's delay.
- h) In case of default of delivery which we are liable for, our liability is in accordance with statutory law, provided that the Buyer is entitled to claim that its interest in further fulfilment of contract is omitted. Furthermore, we are liable according to the provisions of statutory law, providing the default of delivery is caused by intentional or grossly negligent breach of contract on our part or by our employees, representatives and agents. The same applies in case of a culpable breach of fundamental contract obligations. Fundamental is an obligation whose performance is formative for the contract and on whose performance the Buyer may trust. To the extent our default of delivery is not intentional or grossly negligent, our liability for damages shall be limited to the typically predictable damage.
- i) In case of default of delivery our liability for verifiably damages caused by default is limited to the amount of 0.5 per cent of net price (delivery value) per completed calendar week, however of maximum 5 per cent of delivery value for the damage proved by the Buyer and caused by delay.
- j) We load the goods ourselves. Buyer is not authorised to load the purchased goods.

Buyer is responsible to verify the safe and reliable loading concerning the requirements of transport.

k) In case Buyer is delayed with collecting its goods, we are entitled to conclude a freight contract in the name and for account of Buyer.

7. Force Majeure

War, business disruptions of all kinds, pandemics, traffic breakdown, orders or measures of any kind on the part of any governmental and other Acts of God as well as strike or lock out, unforeseen production stop, machinery breakdown, lack of raw material, freight capacity, energy or workforce which diminish or make unacceptable the production or the dispatch shall relieve us for the time and in the amplitude of the disruption from the obligation to deliver. Should the delay of delivery last longer than four weeks due to the disruption, following notification and discussion both parties have the right to withdraw from the contract.

8. Warranty / Liability

- a) Our samples that Buyer is provided with upon demand are authoritative for the quality and design of the goods. Any reference to technical norms and contents are merely descriptive and do not constitute any warranty for the goods. Our technical advice on applications is not binding, also with reference to any protected rights of third parties.
- b) Notifications of obvious defects are taken into consideration only if they are received within 5 days of delivery of the goods in writing in conformity with the duties of examination and notification of a diligent merchant. Hidden defects can only be considered if they are notified immediately after discovery and within one year after delivery.
- c) Only in the event of verifiably defective delivered goods, we perform, at our choice, replacement delivery or rectification of defect. The Buyer may only claim rescission or a reduction in price if replacement delivery or repair is not performed effectively within a reasonable period of minimum 14 days. In case of an immaterial defect, Buyer does not have the right of rescission. The Buyer bears its and our additional expenditures caused by rectification or remediation of defect, including costs for removal and reinstallation, provided that the Buyer has placed or built in the goods after delivery. This does not apply for the costs arising out of the movement of goods if the movement was in accordance with the intended purpose.
- d) More extensive claims of the ordering party – regardless of their basis in law – are excluded, in particular owing to a breach of a contractual obligation or tortious liability for material damages. Our liability under the German Product Liability Act, in case of wilful misconduct or gross negligence or in case of breach of fundamental contractual obligations shall remain unaffected. Fundamental is an obligation whose performance is formative for the contract and on whose performance the Buyer may trust. The default of our representatives and auxiliary persons is attributable to us. In case of a breach of fundamental contractual obligations, to the extent the breach of contract is not intentional or grossly negligent, our liability for damages shall be limited to the typically predictable damage, but not exceeding the worth of the respectively delivered goods.
- e) Our liability for culpable damage to life, body or health shall remain unaffected.
- f) To the extent that our liability is excluded or limited, this also applies in respect of the personal liability of our employees (permanent and temporary).

9. Statute of Limitation

Contractual and extra-contractual damage and warranty claims of the Buyer resulting out of material defects or defects of title lapse after one year from delivery of the goods to the Buyer, as far as no longer limitation period is mandatory by law. The limitation periods pursuant to the German Product Liability Act (Produkthaftungsgesetz) remain by all means unaffected. Neither does this lapse restriction apply for the liability for damage to life, body or health, breach of fundamental contract obligations and in the case of fraudulent concealment of defects. In such cases the statutory period of limitation shall apply.

10. Retention of Title

- a) The goods delivered remain our property until payment is made full of all claims against the Buyer arising from this contract. If Buyer breaches its obligations under the contract, we are entitled, after expiry of a grace period to be granted by us if mandatory by law, to rescission of contract and recollection of goods. After recollection, we are entitled to otherwise realise the goods; the profit from this realisation will be deducted from the amounts payable by Buyer, minus the costs for the realisation.
- b) The processing of the goods delivered shall be free of charge for our benefit as manufacturer. The Buyer shall not acquire title to the fully or partly processed goods. In the event of goods delivered in which we have retained title shall be processed or inseparably assembled with goods that are third party property, than we shall acquire co-ownership in the new processed goods. The proportion of title shall follow from the proportion of the invoice value of the goods delivered by us under retention of title and the invoice value of the other goods at the time of the processing.
- c) In the event of the reserved-title goods being linked to or mixed with other goods, we acquire co-ownership of the new goods according to the relation of the invoice value of the reserved-title goods to the value of the other items at the time of the mixing. If the reserved-title goods are linked to or mixed with a main item of the Buyer or a third party, the Buyer herewith assigns to us his rights to the new item. The Buyer shall remain custodian of the goods on behalf of us which shall be free of charge.
- d) The Buyer is entitled to sell the goods in our ownership in the ordinary course of business provided that he duly fulfils his obligations under the contract. However, this does not apply if an agreement prohibiting assignment has been made between the Buyer and his purchaser in respect of the claim is not possible on other grounds. Exceptional disposals such as pledges, transfer of ownership as security, etc. to third parties are permitted.
- e) If the Buyer sells the reserved-title goods, in no matter what condition, then he already now assigns to us his receivables from the resale with all ancillary rights required to protect our claims. In the event that the reserved-title goods are sold by the Buyer together with other goods not belonging to us, regardless of whether this is without further processing, after further processing, linking up or mixing, the assignment of the receivable selling price applies only the sum of the value of the reserved-title goods.
- f) Notwithstanding our right to claim direct purchasing as long as the Buyer duly meets his obligations under contract, the Buyer is authorized to collect the receivables arising from the resale. We will not collect its claims against the third party as long as the Buyer duly fulfils his obligations

arising from the collected receivables, does not come into default of payment, or insolvency procedures are taken against him. However, in these events upon our demand the Buyer must inform us of the debtors of the receivables assigned, to provide us with all necessary information, to hand out all relevant documents and advise the debtors of the assignment.

- g) The Buyer must notify us without delay of any pledge, damage or disappearance of the reserved-title goods as well as of any pledge or any other impairment of our rights. He has to oppose against all third-party access to the reserved-title goods and to hand out all necessary documents for our intervention against the third party. Intervention costs are at the Buyer's expense.
- h) If the value of the security given to us exceeds the amount of our receivables overall by more than 10%, we will, if demanded by the Buyer, at our own discretion transfer ownership or release the assignment to this extent.

11. Confidentiality

We and Buyer are mutually obligated, as part of the contractual relationship, not to disclose provided documents and information (in particular: trade/business secrets like data sheets) to third parties without the prior consent of the other party. This obligation for confidentiality does not apply insofar as (i) the provided documents and information are clearly or become public knowledge or (ii) if the receiver, without obligation of confidentiality, was previously and demonstrably aware of them or (iii) if the receiver demonstrably developed the respective information independently or (iv) if the receiver is required to disclose to governmental authorities by applicable laws or (v) if the receiver is required to disclose by order of a court or regulatory authority or (vi) when it is subsequently proven, that the receiver has received said documents or information from a third party without infringement of this confidentiality obligation. In the latter case, the respective receiver must immediately inform the other party in writing about the received documents or information. We and Buyer are mutually obligated to impose confidentiality obligations, no less stringent than those contained herein, on their employees, business partners and other third parties to whom they disclose – with prior consent of the other party – documents or information provided by the other party.

12. Place of Performance / Court of Jurisdiction / Governing Law

- a) Place of performance for delivery and payment and court of jurisdiction is exclusively the agreed loading point, otherwise our company's registered office.
- b) All contracts between us and Buyer, including these General Terms of Sale, shall be constructed under, governed by and interpreted in accordance with German substantive law as applied between domestic merchants. The United Nations Convention on the International Sale of Goods (CISG) shall be excluded.
- c) If one or more clauses of these General Terms of Sale are invalid, this will not have an impact on the validity and enforceability of the remaining clauses.