

## PURCHASING CONDITIONS OF KOPF SYNGAS GMBH & CO. KG

### 01 | AREA OF APPLICATION

- 01 These purchasing conditions apply to commercial transactions between the buyer and entrepreneurs and corporate bodies under private law and also to all future orders, provided no deviating agreements are concluded either in printed or electronic form (Section 126a BGB [German Civil Code]).
- 02 These purchasing conditions also apply if deliveries are accepted unconditionally or paid despite knowledge of terms and conditions of the supplier that are contrary to or deviate from these purchasing conditions. If the buyer remains silent about general terms and conditions sent by the supplier, this is not deemed to be an acceptance.

### 02 | CONCLUSION OF CONTRACT

Orders are only binding if they have been issued in printed form, by e-mail or by fax. Direct verbal or telephone orders, as well as supplements or changes to an order, are only effective if they have been confirmed in printed form or by fax.

### 03 | PRICES

- 01 All prices quoted in an order are fixed prices, including all additional costs such as freight, packaging, transport insurance etc. In the event of doubt the agreed price is understood to include VAT.
- 02 Agreements which deviate from point 1 (area of application), such as price adjustment clauses or prices subject to reservation, are only valid if the buyer has explicitly agreed to them in writing.

### 04 | PAYMENT TERMS

- 01 An invoice is to be submitted by the supplier to the buyer in three copies for each delivery. Separate invoices are to be submitted for each order.
- 02 The invoice must agree with the order details of the buyer and contain the date of order, the order number of the buyer as well as a project number. Invoices have to be issued properly with the correct company name and in accordance with the latest VAT legal requirements, and above all have to contain the tax number and VAT ID number of the supplier.
- 03 The payment of invoices by the buyer is done, at the buyer's discretion, within 15 days of the delivery of the goods and the receipt of the invoice with a 3% discount, or within 30 days without discount. Regarding the on-time receipt of the payment, the day on which the cheque was sent or the amount was debited from a bank account of the buyer shall apply.

### 05 | DELIVERY PERIOD

- 01 Partial deliveries and/or deliveries made before the agreed deadline require the prior explicit written approval of the buyer. Surplus deliveries which exceed the order can be sent back by the buyer without notice at the supplier's expense. Any extra costs incurred can be offset against the invoice.

- 02 Delivery dates stated by the buyer in the order are binding. Deviating agreements are only valid if the buyer has explicitly agreed to them in writing.
- 03 If the supplier exceeds agreed delivery periods or deadlines due to the fault of the supplier, the buyer is permitted to demand 0.1% of the total delivery value for each work day of the delay up to a total of 5% of the delivery value, without being obliged to provide evidence of specific damage. The right of the supplier to provide evidence that no damage, or considerably less damage, was incurred remains unaffected by this.
- 04 All costs and damage incurred by the buyer due to the supplier's delay have to be borne by the supplier

## 06 | DISPATCH

- 01 The supplier shall bear the delivery risk. The packaging of the goods is done at the expense of the supplier. The return of packaging materials requires a separate written agreement. At the buyer's discretion, the supplier is obliged to collect the packaging of the goods from the place of delivery after coordinating the time in advance with the buyer, and deliver the material for recycling in accordance with the applicable legal provisions.
- 02 A delivery note is to be enclosed with each delivery, stating the order details of the buyer. In particular the order numbers of the buyer and the place of delivery have to be stated on dispatch notes, delivery notes, consignment notes, express goods notes and invoices.

## 07 | CLAIMS FOR DEFECTS, EXAMINATION OF DEFECTS

- 01 The rights of the buyer in the event of defects are based on the legal provisions of the BGB.
- 02 If the supplier is obliged to provide supplementary performance in the form of the delivery of a defect-free item, it also has to bear the costs for the reinstallation of the replacement purchase item, in addition to the removal and transportation of the defective item. At its discretion it can also provide these services itself. The buyer has to set a reasonable deadline for this. The obligation to remove and transport the defective purchased item and install the replacement item is not related to any fault of the buyer.
- 03 The limitation period for defect claims of the buyer as well as the deadline for the assertion of any right of withdrawal or right to reduce the price is 60 months and begins on the date of dispatch. Longer legal limitation periods for claims due to defective performance remain unaffected by this.
- 04 After receipt, the buyer shall check the delivery to see whether it corresponds to the ordered quantity and the ordered type. The buyer shall also check whether externally recognizable transport damage or defects exist.
- 05 If the buyer detects damage or a defect of the kind described above during the checks, it is obliged to notify the supplier of this immediately. If the buyer discovers corresponding damage or a defect later, this shall also be reported immediately.
- 06 The buyer is not subject to any inspection obligations other than the afore-mentioned.

## 08 | RETENTION, OFFSETTING AND ASSIGNMENT

- 01 The assertion of a right of retention by the supplier against claims of the buyer, as well as the offsetting with counterclaims, is only permitted if the counterclaims or offsetting counterclaims on which the right of retention is based are uncontested or have been legally established.
- 02 The assignment of the supplier's purchase price claim against the buyer requires the consent of the buyer.

## 09 | CONFIDENTIALITY

- 01 The supplier is obliged to treat as confidential all facts and information which it becomes aware of during the cooperation with the buyer and which concern the business operations of the buyer.
- 02 The supplier is obliged to also commit its employees to treat the information confidentially.
- 03 The mentioning of the business relationship between the buyer and the supplier for advertising or reference purposes requires the explicit prior written consent of the buyer.
- 04 The afore-mentioned obligations apply for the duration of the business relationship and for at least five years after completion of the last order.

## 10 | PLACE OF PERFORMANCE, PLACE OF JURISDICTION

- 01 Unless other arrangements are made in the order, the place of fulfilment for all rights and obligations resulting from this contract is the ordering party's commercial address.
- 02 For all legal relationships between the buyer and supplier, German law applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.