

## 1. Scope of application

a) Solteature GmbH - hereinafter referred to as Solteature - shall render its performances solely on the basis of these standard terms and conditions of sale and delivery ("Standard Terms and Conditions"). Any conflicting conditions or any conditions of the Buyer differing from the Standard Terms and Conditions shall not be recognised, unless their validity has been expressly agreed in writing. The Standard Terms and Conditions shall also apply if, in the knowledge of conflicting or differing conditions of the buyer, the delivery is made without reservation.

b) All agreements, which shall be made between Sulfurcell and the buyer for the purpose of the execution of orders, shall be set down in writing. Subsidiary agreements, reservations, amendments or supplements shall only be valid, if they are recorded in writing and were made by a legal representative. The Standard Sales and Delivery Conditions of Solteature shall also apply to all future transactions with the buyer.

## 2. Conclusion of the contract

a) All offers of a contract shall be without engagement. Binding contracts shall only be brought about by confirmation of the order or unconditional delivery by Solteature.

b) Should the order qualify as an offer in accordance §145 of the German Civil Code, Solteature may accept this within 4 weeks.

c) The scope of the performance owed under the contract shall solely be determined by the confirmation of the order by Solteature. Details regarding characteristics and features of the goods shall serve as an illustration and shall not be binding, except as otherwise expressly agreed in writing. Likewise public statements, sales talk or advertising shall not be regarded as a quality description of the goods as stipulated under the contract. Slight variations in details regarding dimensions, weights, nature and quality may occur.

d) Solteature reserves the right to make amendments even after sending out an order confirmation, provided these amendments do not conflict with either the order confirmation or the customer's specification.

e) The Buyer shall accept the Standard Terms and Conditions on conclusion of the contract.

## 3. Prices and payment terms

a) Prices shall be "ex works" plus packaging, freight, insurance etc., except as otherwise expressly agreed in writing.

b) Orders, for which no fixed prices are agreed, shall be charged at the actual prices according to Solteature's current price list on the date of the performance.

c) Solteature reserves the right, in the case of agreed delivery times of more than 4 months, to increase the prices in accordance with the increase in costs, based on collective labour agreements or increases in material prices, by a maximum of 5% compared to the agreed price.

d) All agreed prices shall be net prices. The current rate of value added tax shall be payable in addition.

e) The purchase price including all additional expenses shall be due with the conclusion of the contract and issue of the invoice. The period allowed for payment shall be 10 days. If the customer defaults in payment, Solteature shall be entitled to demand default interest at the rate laid down by law. If Solteature is able to prove a higher loss caused by default, it shall be entitled to claim this.

f) If a different agreement on payment has been reached, Solteature shall be entitled to declare all claims under the business relationship to be due immediately, if the buyer is an enterprise, juristic person under public law or a separate public legal entity and is in default with its payment obligations towards Solteature, stops its payments, seeks an out of court or court settlement or insolvency proceedings are filed against its assets.

g) In the event of such a significant deterioration in the financial situation of the buyer, Solteature shall be entitled additionally, following a corresponding announcement, only to make deliveries for cash or the provision of security. If the customer does not furnish payment or security despite being allowed a period of at least ten days, Solteature may withdraw from the contract and demand damages.

h) The customer shall only have rights of setoff and retention, if the counterclaims have been declared final and absolute, are uncontested or are recognised by Solteature.

## 4. Delivery

a) Delivery dates shall only become binding on written confirmation by Solteature. Delivery periods shall commence at the earliest with the date of the order confirmation. In the case of an amendment of a confirmed order the new delivery period shall commence with the confirmation of the amendment. The delivery period shall be interrupted, in the event that technical or organisational matters for production and delivery are to be clarified by the buyer or information is needed from the buyer and the latter was requested for the relevant clarification/information by Solteature.

b) Solteature shall not be held responsible for exceeding agreed delivery periods or dates, if the delay is the result of not being supplied properly by one of its suppliers and it can be proved on Solteature's part that Solteature had exercised the care of a conscientious businessman relating to the proper and timely supply.

c) If force majeure or similar events - deemed to be such are circumstances and events, which cannot be prevented by exercising the care of normal business management - the contractual obligations of both parties to the contract shall be suspended for the duration of the interference and to the extent of its impact. If the resultant delays exceed the period of 12 weeks, both parties to the contract shall be entitled to withdraw from the contract with regard to the scope of the performance concerned. There shall be no further claims. Consequences of a labour dispute at Solteature or a third party, for which Solteature is not responsible, shall also be deemed to be force majeure, if this has implications for its performance.

d) Part deliveries shall be permissible, provided they can reasonably be expected of the customer.

e) The buyer shall be obliged in the event of delay in delivery on Solteature's part to declare within a reasonable period of time whether it is withdrawing from the contract on account of the delivery delay or insisting on the delivery.

f) The customer shall be obliged to take delivery of the goods Solteature has made available by not later than one week after the goods have been made available. If the dispatch, collection or delivery is delayed beyond this period, Solteature shall be entitled, starting one week after notice of the readiness for dispatch, to charge the buyer as a lump sum expense the costs which have arisen for storage for each day of the handling delay at 0.5% of the value of the delivery based on the invoice value plus statutory value added tax. Further consequences and claims as a result of the delay in acceptance shall remain unaffected.

## 5. Dispatch, packaging - passing of risk

a) Transport shall be carried out for the account of the buyer both in the case of carriage prepaid and also for carriage forward.

b) The goods may be insured against the normal transport costs at the request and expense of the customer.

c) Transport and all other packaging in accordance with the packaging regulations will not be taken back. The buyer shall be obliged to attend to the disposal of the packaging at its own expense.

d) Transport crates and pallets may be sent back to Solteature by the customer for its own account. The crates and pallets sent back shall be offset against the packing costs for further deliveries to the buyer.

e) The risk shall pass to the customer, when the goods have been dispatched or collected. This shall also apply to part deliveries and also when we have assumed further services such as carriage and dispatch costs. Acceptance of the goods without complaint by the freight forwarder shall be deemed as proof of the undamaged condition of the goods on delivery.

f) If the goods are ready for dispatch and the dispatch/collection is delayed at the request of the buyer due to circumstances, for which the latter is responsible, the risk shall pass in full to the buyer on receipt of the notice of readiness for dispatch.

## 6. Retention of title

a) The goods delivered shall remain the property of Solteature until all the claims under the business relationship have been met.

b) The buyer shall be entitled to process further or sell the goods delivered by Solteature subject to retention of title in the course of regular business. The goods may not however be either assigned or pledged by way of security, as long as the retention of title still exists.

c) Further processing or transformation of the goods supplied by Solteature by the buyer shall take place for Solteature as the manufacturer in accordance with §950 of the German Civil Code, but without any payment obligation for Solteature. The new item arising from the processing or transformation shall in turn be owned by Solteature and shall be reserved goods within the meaning of these provisions. On combining or mixing the reserved goods in accordance with §947, 948 of the German Civil Code, Solteature shall acquire coownership of the new item in proportion to the invoice value of the delivery by Solteature and the invoice value of the new item. In the event of resale, the buyer shall hereby assign to Solteature the claims arising from the resale and any claims against its customers with all subsidiary rights, until all Solteature's claims have been met. At the request of Solteature the buyer shall be obliged to give Solteature any information and documents, which are necessary to assert rights of Solteature against the buyer's customers.

d) If the reserved goods are subsequently supplied by the buyer to third parties to discharge a contract for work and services or work and materials, the claim arising from the relevant contractual relationship with all subsidiary rights shall also be assigned to Solteature in advance as security. If the assigned claim against the third party has been assimilated in a current account, the agreed assignment shall also refer to all claims under the current account relationship.

e) The buyer shall be authorised by Solteature to collect the claims assigned to Solteature from the resale in the course of regular business. The buyer shall undertake to hold in trust for Solteature the payments collected from the resale to third parties and pay these to Solteature. The claim to payment of the proceeds from the resale against the competent bank institution shall be hereby assigned to Solteature in advance by way of security.

f) Solteature undertakes at the buyer's request to release securities at the discretion of Solteature, in the event that their value shall exceed the claims to be secured by more than 20%.

g) On breach of contractual obligation by the buyer, in particular in the case of default in payment, Solteature, after issuing a warning and setting a reasonable time limit, shall be entitled to take back the deliveries it has made as security for the existing claim. In this case the buyer shall be obliged to return the goods and shall expressly permit in this case the removal of the delivery and entry to the business premises. The repossession by Solteature shall not constitute rescission of the contract, unless Solteature has stated this explicitly in writing.

h) The buyer shall also be obliged to notify Solteature immediately of any detriment to the rights under the expanded and extended retention of title, blanket assignment or execution of third parties and indicate to the respective third parties the rights under the agreed retention of title. The buyer has to inform Solteature immediately in writing so that Solteature can take action pursuant to §771 of the Code of Civil Procedure. If the third party is not in a position to reimburse Solteature for the court and out of court costs of a lawsuit pursuant to §771 of the Code of Civil Procedure, the buyer shall be liable for the loss sustained by Solteature.

## 7. Warranty

a) The warranty rights of the buyer presuppose that the latter has duly met its duties to inspect the goods and give notice of any defects. Obvious complaints are to be notified in writing immediately, at the latest within 8 working days after the date of receipt. In the event of latent defects notification must be sent to Solteature immediately on discovery of the defect. Defects of a part of the delivery shall not give the right to object to the whole delivery.

b) Deliveries shall also be accepted if they display minor defects.

c) Complaints regarding damage during transport shall be addressed to the freight forwarders in writing. The facts are to be established by means of factual reports. The buyer has to take all the necessary action.

d) Defects shall not be the responsibility of Solteature, if they are caused by use of the delivery item in a manner which is not allowed by Solteature. Restrictions on the place of use and purpose of use are to be found in the user information and data sheets for the respective product.

e) In the event of a defect for which Solteature is held responsible, Solteature shall be entitled at its own option to furnish supplementary performance by remedying the defect or by delivering a replacement. The buyer has to allow a reasonable period of time for this purpose.

f) The buyer shall be obliged to make available to Sulfurcell for examination purposes the goods, concerning which defects were reported. If it transpires that a defect under the warranty obligations was not present, the buyer has to reimburse all the expenses which Solteature has incurred in connection with the notification of the defect and the examination.

g) The warranty period shall be 12 months, calculated from the passing of risk.

h) The buyer shall be obliged, at the request of Solteature, to declare within a reasonable period, whether it is withdrawing from the contract or insisting on the delivery following the failure of the supplementary performance.

## 8. Liability

a) Solteature shall have unlimited liability for intent and gross negligence, irrespective of the cause in law of the liability, as well as for guarantees and injury to life, limb or health.

b) In the event of other (non gross) negligence Sulfurcell's liability on breach of essential contractual obligations shall be limited to the typically foreseeable damage. Apart from that liability shall be excluded for minor negligence.

c) Liability shall also be excluded in the case of other (non gross) negligence for indirect or direct consequential damage caused by defects.

d) Where the buyer shall be entitled to damages under the above provisions, these shall become statute barred on expiry of the limitation period for asserting claims for defects in accordance with paragraph 7 letter f).

e) The above provisions on liability shall not be applicable to claims under the Product Liability Act.

f) Where the liability of Solteature shall be excluded or limited, this shall also apply to the personal liability of the legal representatives, staff and other vicarious agents of Solteature.

## 9. Choice of law, place of performance, place of jurisdiction, severability clause

a) German law shall apply exclusively with the exception of the provisions of the UN Sales Law (CISG). If German law refers to foreign rules of law, these references shall not apply.

b) Berlin shall be regarded as the place of performance for deliveries and payments for all rights and obligations arising from transactions with Solteature, where the buyer is a contractor or a juristic person under public law.

c) The sole place of jurisdiction for enterprises, juristic persons under public law and separate public legal entities is Berlin.

d) Should a provision in these Standard Terms and Conditions be invalid, for whatever reason, this shall not affect the validity of the other provisions. The parties to the contract shall be obliged to replace the invalid provision by one, which is nearest to the legal and economic purpose of the invalid provision.