

1. Scope of application

- 1.1. All Contracts between the Bio Power GmbH ("Seller") and its Purchasers shall be concluded on the basis of these General Terms and Conditions and apply exclusively to the handling and the sale of the Seller's goods to its Purchasers unless amended by express written agreement between the parties.
- 1.2. Both, the Seller and the Purchaser, are entrepreneurs (business to business).
- 1.3. Divergent conditions of the Purchaser are not accepted by the seller.

2. Offers and Orders

- 2.1. If not otherwise agreed on in writing with the Seller for individual cases, offers shall always be without engagement and nonbinding.
- 2.2. Any orders placed by the Purchaser shall only be deemed to have been accepted by the Seller after they have been confirmed by the Seller in writing. This also applies for amendments and supplements of orders.
- 2.3. The Purchaser shall specify to us the legal requirements under labelling law for the packaging and labelling of the product. He is responsible for the conformity of the labelling with the legal requirements and regulations in the respective sales market. This applies also to certifications and approvals.
- 2.4. The Seller is entitled to modify and enhance the goods, without having to notify the Purchaser in advance, provided that any such modification or enhancement impairs neither the form nor the function of the goods significantly.

3. Purchase Prices and Price adjustments

- 3.1. All prices are either set forth in the current price list or are arranged with the Bio Power GmbH. They are deemed to be net, exclusive of the statutory taxes, and are quoted ex works and in EURO.
- 3.2. Invoices are issued immediately after receipt of the order. Invoices are also permissible and valid electronically (by e-mail) instead of in paper form.

4. Terms of payment

- 4.1. The invoiced amounts shall fall due within the term of payment specified on the invoice. The Purchaser shall pay the net purchase price in EURO without any deductions or fees, in the form of a bank transfer only to the account of the Bio Power GmbH.

The production of the goods will occur not before receipt of payment.

- 4.2. A payment is only deemed to have been made once the amount is available to the Seller. Cheques and bills shall not be accepted.
- 4.3. The Purchaser is not entitled to reduce the Seller's claims by counterclaims or to assert a right of retention unless these are undisputed or have been legally established.
- 4.4. The Purchaser is not entitled to assign claims from this contract to third parties without the consent of the Seller.

5. Delivery of Goods, Transfer of Risk, Force Majeure

- 5.1. Unless expressly agreed in writing with the Seller, delivery dates and terms shall be nonbinding.
- 5.2. The terms and conditions of supply are ex works (EXW, Incoterms® 2020), from the respective production site of the contractual goods, Germany.
- 5.3. If delivery is delayed due to Purchaser's request or fault, then it shall be stored at Purchaser's own risk and expenses.
- 5.4. The Seller shall not be held liable for delays in delivery and service caused by force majeure, thunderstorms or due to events beyond the control and influence of the Seller and which make delivery difficult or impossible, specifically operational malfunctions, strike, riots and civil commotions, regulatory actions, lockouts, traffic disruptions or similar, even if binding delivery terms fixed. The delivery terms shall be extended accordingly – also within the delay. Should the disturbance last longer than six months, the Purchaser shall be entitled to withdraw from the contract.

If such events make delivery considerably more difficult or impossible for us and the hindrance is not only temporary, we are entitled to withdraw from the contract. In the event of obstacles of temporary duration, the delivery deadlines shall be extended or postponed by the period of the obstruction plus a reasonable start-up period. Insofar as the contractual partner cannot reasonably be expected to accept the delivery as a result of the delay, he may withdraw from the contract by immediate written declaration to the Seller.

The Seller is under no obligation to perform subsequent delivery of the quantities which failed to be delivered as a result of the above. Any claims for compensation on the part of the contractual partner (Buyer) are excluded. An exception is made for damage that arises as a result of injury to life, limb or health, provided that Bio Power GmbH is responsible for the breach of duty, and other damage caused by a breach of duty as a result of wilful intent or gross negligence.

6. Reservation of Title

- 6.1. All delivered goods remain property of the Seller until the Purchaser has settled all accounts receivable in full.
- 6.2. Where the Purchaser is in breach of contract (default in payment, for example), the Seller is entitled to seize the reserved goods after granting the Purchaser an appropriate period of time to remedy any such breach. Where the Seller seizes the reserved goods, this shall constitute rescission of the contract. The Seller shall be entitled to realise the reserved goods after taking them back.

After deduction of an appropriate amount for the cost of realisation, the proceeds from such realisation shall be set off from any amounts owed by the Purchaser.

- 6.3. Where third parties attempt to seize the reserved goods (particularly in cases of pledging), the Purchaser shall advise such third parties of the Seller's title to the goods and notify the Seller without undue delay to enable the Seller to enforce its proprietary rights. Where the third party is unable to reimburse any costs incurred by the Seller in this connection both in and out of court, the Purchaser shall be liable for any such costs.

7. Warranty

- 7.1. The Seller warrants that the goods purchased are of the contractually agreed quality.
- 7.2. Compliance with the delivery and performance obligations of the Seller requires the Purchaser to comply with its contractual obligations in proper form and a timely manner. The Purchaser is obliged to inspect the received goods for quantity and condition immediately. The Seller shall be notified of any possible defects in writing within seven working days after receipt of the products while stating in detail the nature of the damage. Damages, which were not detectable during a duly examination shall be notified in writing to the Seller, as soon as they were detected, at latest within seven working days after detection. If the Purchaser fails to provide the notice, the products shall be deemed approved irrespective of the defect.
- 7.3. Purchaser's warranty claim expires with his culpable rejection. The Purchaser shall give the Seller the necessary time and opportunity for the correction of the defaults, particularly providing them with faulty products for the purpose on an examination of the fault.
- 7.4. In case of justified complaints, the Purchaser shall be entitled to demand a supplementary performance. The Seller is solely obliged to take back the delivered products and, at the option of the Seller, to either reduce the purchase price by an amount proportionate to the defective products or to deliver a replacement item free of defects and free of charge.

If defects have to be remedied, the Seller shall be liable for the necessary expenses, unless these are increased because the object of the contract is located in a different place to the place of performance.

- 7.5. If the Seller fails to repair the damage or to replace the products, the Purchaser shall be entitled, at his own discretion, to withdraw from the contract or to request a reduction of the price. Defects of a batch do not entitle the Purchaser to withdraw from the contractor to reduce regarding other batches. Any claims of the Purchaser extending beyond this scope are excluded.
- 7.6. The Purchaser is obliged to store and to treat the rejected products correctly until a final decision is made by the Seller. The return of defective products requires prior written consent by the Seller.

8. Limitation of Liability

- 8.1. Claims for damages by the customer, regardless of the legal grounds - e.g. delay, defective delivery or service, breach of duties arising from an obligation, tort - are excluded, unless liability is mandatory by law. This is the case, for example, in the event of damage to life, body and health, in the event of malice, intent and gross negligence, in the event of breach of substantial contractual obligations and in the event of damage under the Product Liability Act.
- 8.2. Claims for damages due to negligent violation of essential contractual obligations are limited to the foreseeable damage typical for the contract.
- 8.3. To the extent that the Seller's liability is excluded or limited in accordance with the above paragraphs, this shall also apply to the liability of his organs, employees, staff, representatives and vicarious agents.
- 8.4. Defects liability and compensation claims by the Purchaser shall lapse one year following delivery of the goods. This shall not apply if the Seller is liable for losses arising from

culpable physical injury, loss of life or damage to health, or the culpable violation of key contractual obligations, or losses that are based on the malicious concealment of defects or involve warranties or claims arising from the Product Liability Act.

8.5. Liability is limited to 10 % of the net purchase price.

9. Delivery Deadlines, Default

9.1. Delivery deadlines or dates which have not been expressly agreed as binding are given as an indication only.

The delivery period shall commence at the date of the order confirmation but not before all details have been provided which the Purchaser is required to provide for the fulfilment of the order.

10. Agreement for Confidentiality

The parties to this Agreement shall not disclose any business or trade secrets or any confidential information to third parties. This obligation of confidentiality shall be in force for five years after the termination of this Agreement. The parties shall ensure that this obligation is also observed by their employees.

11. Final Provisions, Legal Venue, Severability Clause

11.1. Apart from contractual provisions, the written form shall also apply to fax and e-mail.

11.2. Place of jurisdiction shall be at the place of the Seller's registered office. The Seller shall be entitled to bring an action at any court having jurisdiction over the Purchaser or at any court having jurisdiction pursuant to national or international law.

11.3. The contract is exclusively governed by German law, regardless of whether the contract is concluded in Germany or abroad. Whatever the case may be, only German law to the exclusion of foreign law, in particular to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods and the law of the European Union, shall apply.

11.4. If any of the above provisions should be or become invalid or contain loopholes, or be ruled out by a separate agreement, this shall not affect the validity of any of the remaining provisions.

Place, Date

Signature Seller

Signature Purchaser