

# General Purchasing Terms and Conditions of VERBIO Vereinigte BioEnergie AG

Effective as of June 2020

- 1. Scope**
  - (a) Only our purchasing terms and conditions shall apply; we shall not recognise terms and conditions of the supplier that conflict with or deviate from our purchasing terms and conditions unless we have expressly approved their application in writing. Our purchasing terms and conditions shall also apply if we accept delivery from the supplier unconditionally in the knowledge of terms and conditions of the supplier that conflict with or deviate from our purchasing terms and conditions.
  - (b) Our purchasing terms and conditions shall only apply to companies in accordance with Section 310 (1) BGB (German Civil Code).
  - (c) Our purchasing terms and conditions shall also apply to all future written or verbal orders and transactions with the supplier.
- 2. Quality and Weight**
  - (a) Unless otherwise agreed, the goods shall be of marketable quality, particularly with regard to cleanliness and purity.
  - (b) For bioethanol, the standard density of 0.789 (L20°C) is used for the conversion from (t) to (cbm). For biodiesel, the standard density of 0.883 (L15°C) is used for the conversion from (t) to (cbm).
  - (c) The quality check and determination of quantity/weight shall be performed on a binding basis at the unloading point unless otherwise expressly agreed in writing. The quantity determined at the unloading point by means of weighing or measuring using suitable weighing or measuring apparatus shall apply to the determination of quantity. In the event of deliveries in tankers, the quantity established by the tank device or weight note at the unloading point shall apply.
  - (d) In the case of sustainable goods, the sustainability certificates shall be made available no later than ten (10) days after the end of the month.
- 3. Transfer of Risk – Documents / Transport**
  - (a) Unless otherwise agreed in writing, delivery shall be made DDP at the unloading point in accordance with Incoterms in force at the time of conclusion of the contract in their currently valid version.
  - (b) The supplier is obliged to state our order number and transportation order number precisely on all dispatch papers and delivery notes; if the supplier fails to do this, we shall not be held responsible for processing delays.
  - (c) Within the scope of self-delivery, the supplier guarantees that only vehicles with sufficient transport insurance will be used. The supplier shall ensure that any technical prerequisites necessary for the transport and proper and smooth loading and unloading of the corresponding goods are available on the vehicle. In this context, we refer to the requirements of the DGUV regulation 70 - Vehicles (formerly: BGV D29). Any liability on our part for defective or faulty technical equipment is excluded. Additional requirements for trucks: Loading from above via dome covers is only possible with safety railings. In all other respects, the current "Matrix of specific requirements for the transport of HGVs and tank wagons" applies.
  - (d) The following applies to raw glycerine: loading only in trucks for foodstuffs or GMP+ and kosher cleaned.
- 4. Delivery Period**
  - (a) The delivery period stated in the order is binding.
  - (b) The supplier is obliged to notify us in writing immediately if he is affected by or becomes aware of circumstances, which mean that the stipulated delivery period cannot be adhered to.
- 5. Prices – Payment Terms**
  - (a) The price stated in the order is binding. Unless otherwise agreed in writing, the price shall include delivery DDP at the unloading point, including packaging. Return of the packaging shall require special agreement.
  - (b) Unless otherwise agreed, the prices shall exclude statutory VAT and include customs, clearance or other charges, fees, costs (e.g. storage, transhipment costs, demurrage) and surcharges (e.g. for high tide, low tide or ice flow in the event of ship transportation) of all kinds.
  - (c) We can only process invoices if (i) they state – as stipulated in our order – the order number shown in the order and contain all compulsory information in accordance with Section 14 of the German Value-Added Tax Act; the supplier shall be responsible for any consequences arising from noncompliance with this obligation, unless he demonstrates that this is not his fault and (ii) all information have been provided to us by a correctly completed Company Data Sheet. Changes to the information given by a previous Company Data Sheet must be communicated without delay by means of a new correctly completed Company Data Sheet.
  - (d) Unless otherwise agreed in writing, we shall pay the purchase price within 30 days, starting from delivery and receipt of the invoice as well as receipt of other agreed documents, with a 2% discount or within 60 days net. In the event of noncash payment, punctuality shall be determined by the date of the payment instruction.
  - (e) We are entitled to offset rights and withholding rights to the extent permitted by law.
- 6. Inspection of Defects – Liability for Defects**
  - (a) We are obliged to check the goods for any quality or quantity deficiencies within an appropriate period of time; notice shall be deemed to be given in due time if it is received by the supplier within a period of five working days, starting from goods receipt or, in the event of hidden defects, from discovery. A decline in quality or quantity shall be regarded as a hidden defect. In the case of goods whose quality can only be determined by means of special examinations (e.g. chemical or technical analyses), this period shall be extended by the time required for the examination, to be arranged immediately, in the normal course of business. Sampling shall be performed at the unloading point.
  - (b) We are entitled to the statutory defect claims in full; in each case, we are entitled to ask the supplier for remedy of defects or to deliver a new item, at our discretion. The right to compensation, in particular the right to compensation in lieu of performance, is expressly reserved.
  - (c) The limitation period is three years, starting from the transfer of risk.
- 7. Product Liability – Exemption – Liability Insurance Cover**
  - (a) If the supplier is responsible for product damage, he is obliged to exempt us from third-party claims for damages on first demand when the cause is within his area of control and responsibility and he himself is liable in external matters.
  - (b) In the context of his liability for instances of damage as per paragraph (1), the supplier is also obliged to reimburse any expenses in accordance with Sections 683 and 670 BGB and in accordance with Sections 830, 840 and 426 BGB that arise from or are in connection with a recall campaign undertaken by us. Insofar as it is possible and reasonable to do so, we shall inform the supplier of the nature and scope of the recall measures to be undertaken and give him the right to reply. Other statutory rights shall remain unaffected.
  - (c) The supplier undertakes to take out product liability insurance with sufficient cover for damages that we may incur in the context of the contractual relationship; the supplier shall provide us with proof of insurance on request.
- 8. Liability**
  - (a) We are liable in accordance with the statutory provisions if the supplier enforces claims for damages on the basis of wilful intent or gross negligence, including wilful intent or gross negligence of our representatives or vicarious agents. Unless we are accused of any intentional breach of contract, liability for compensation is limited to foreseeable, typically occurring damage. We are liable in accordance with the statutory provisions if we culpably infringe a material contractual obligation; Material contractual obligations are such obligations that protect material contractual legal positions which the contract is meant to grant according to its content and purpose. Furthermore material contractual provisions are such obligations the fulfilment of which is essential for due implementation of the contract and on which the parties can reasonably expect to be able to rely. In that case, however, the liability for damages is limited to the foreseeable typically incurred damage. Liability for culpable injury to life, body or health remains unaffected.
  - (b)
- 9. Industrial Property Rights**
  - (a) The supplier vouches that no third-party rights shall be infringed within the Federal Republic of Germany in connection with his deliveries.
  - (b) If claims are made against us by a third party for this reason, the supplier is obliged to exempt us from these claims on first written request; we are not entitled to reach any agreements with the third party, in particular to conclude a settlement, without the consent of the supplier.
  - (c) The exemption obligation of the supplier relates to all expenses that we necessarily incur as a result of or in connection with claims by a third party.
  - (d) The limitation period is ten years, starting from conclusion of the contract.
- 10. Force Majeure**
  - (a) Neither the supplier nor we are responsible for delays or failures in performance of the contract if the causes are beyond the control of the party invoking force majeure; this shall include mobilisation, war events, civil unrest, civil war, blockades, strike or strike-like epidemics/pandemics, demonstrations, factory occupations, sabotage, go-slows and the like; official measures or interventions by domestic or foreign agencies, such as export or import restrictions or bans, confiscations, embargos or the like; impediments as a result of explosions, fire, total or partial destruction of factory facilities or warehouses, machines and machine parts; shortage of employees as well as product-related declines/restrictions in sales and logistics due to epidemics/pandemics; the party invoking force majeure shall immediately notify the other contracting party in writing and shall state the cause and probable duration of the delay or failure and shall minimize the impacts of this delay or failure as much as possible.
  - (b) Throughout such a delay by the supplier, we can cover our requirements elsewhere and, at our sole discretion, deduct these purchases from the quantities to be supplied in the context of the order.
  - (c) If the impediment persists for longer than 3 months, the other party shall have the right to fully or partially withdraw without compensation. If further compliance with the contract appears unreasonable to one of the parties before the 3-month notice period has elapsed, this party can withdraw from the contract or terminate it before the 3-month notice period has elapsed.
- 11. REACH Conformity and Information Obligations**
  - (a) The supplier undertakes to adhere to the REACH directive (EC directive no. 1907/2006) with regard to the delivered goods including packaging. The supplier is obliged to have all delivered substances (pre)registered itself or by upstream suppliers if registration obligations stipulated by REACH apply to him. If the supplier himself is not obliged to register according to the REACH directive, he shall oblige his upstream suppliers to adhere to their obligations under REACH. Written proof of registration undertaken by the supplier or his upstream suppliers with regard to the delivered goods shall be supplied to us on request.
  - (b) The supplier shall ensure that, if goods/products or packaging thereof delivered by him contain substances covered by REACH, these are registered in accordance with REACH. He undertakes to send all information and documentation required under the directive (in particular under Section 31 ff. of the REACH directive) to us within the periods stipulated in REACH and to pass on the information of his upstream suppliers to us immediately.
  - (c) If claims due to breach of the REACH regulations are made against us by customers, competitors or authorities that are attributable to goods from the supplier, we are entitled to ask the supplier to exempt us from these claims or to ask him for compensation for the damages caused by nonconformity with REACH.
  - (d) The above obligations shall apply accordingly (with the exception of the registration obligations) if the supplier is based in a non-EU country. In particular, the supplier must give notification if substances covered by REACH may be released in the course of normal and foreseeable use.
- 12. Place of Jurisdiction – Place of Performance – Applicable Law – Data Protection – Confidentiality – Miscellaneous**
  - (a) If the supplier is a merchant, the place of jurisdiction is Leipzig; however, we are also entitled to bring action against the supplier in his general or other special place of jurisdiction.
  - (b) Unless otherwise stated in the order, our place of business is the place of performance.
  - (c) The law of the Federal Republic of Germany shall also apply to orders going abroad or deliveries from abroad. The UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) as well as the international private law shall not apply.
  - (d) The Incoterms in force at the time of conclusion of the contract in their currently valid version shall apply.
  - (e) All changes and additions require the text form (cf. § 126 BGB). For its part, the text form requirement can only be changed in compliance with the text form. In the event of deviations from the agreed contract conditions, an objection must be lodged within 24 hours of receipt of this letter.
  - (f) The supplier undertakes to treat the content of the contract concluded with us as confidential. Information on the content of the contract may only be passed on to responsible supervisory authorities in the context of statutory duties of disclosure and to advisors under a professional obligation to maintain confidentiality. The obligation to maintain confidentiality shall remain in place beyond termination of the contract for a period of twelve (12) months.
  - (g) The relevant applicable data protection regulations are available on our website: [www.verbio.de/en/privacy-policy/](http://www.verbio.de/en/privacy-policy/).