

GENERAL TERMS AND CONDITIONS (GT&Cs) OF TERRA INFRASTRUCTURE, ESSEN

GENERAL TERMS AND CONDITIONS OF SUPPLY AND PAYMENT AND GENERAL LEASE TERMS AND CONDITIONS OF TERRA INFRASTRUCTURE GMBH, ESSEN

A. General Terms and Conditions of Supply and Payment

I. Validity/offers

1. These General Terms and Conditions of Supply and Payment apply to all – including future – contracts with entrepreneurs, public-law legal entities and special funds under public law for the delivery of movable property ("goods"), services and other performances including contracts for work and services, consultations, proposals and other ancillary services.

2. Our General Terms and Conditions of Supply and Payment shall apply exclusively. The other party's terms and conditions of purchase shall only form part of the contract if and to the extent that we have expressly agreed to their validity. This shall also apply if we do not expressly reiterate our objection to them again after we have received them.

3. Our offers are subject to change and are non-binding. They are to be understood as an invitation to the client to submit an offer to conclude a contract with us. A contract shall not be concluded until we have confirmed the Contracting Party's offer in writing or in text form or we deliver or provide the ordered goods without reservation.

4. Our employees do not give any verbal promises, assurances and guarantees and do not make any verbal agreements in connection with the conclusion of the contract.

5. Corresponding agreements between us and the Contracting Party shall be made exclusively in writing, whereby the written form within the meaning of these terms and conditions also includes text form (e.g. e-mail). The Contracting Party shall submit legally relevant declarations and notifications relating to the contract exclusively in the aforementioned form.

6. In case of doubt, the INCOTERMS© published by the International Chamber of Commerce in Paris (ICC), as amended from time to time, shall apply for the interpretation of commercial clauses.

7. All information such as dimensions, weights, illustrations, descriptions, assembly sketches and drawings in sample books, price lists and other printed matter are only approximate, but determined nonetheless to the best of our ability, but shall not be binding on us in this respect. The same applies to specifications for work. Models and drawings shall remain our property.

8. "For the purposes of these terms and conditions, the Contracting Party is the person defined in clause I.1 who concludes the relevant contract with us. In the case of purchase contracts this means the "Buyer" and in the case of contracts for work and services the "Client".

II. Prices

1. Prices are quoted ex works or ex warehouse plus freight and value added tax as well as fees and other public charges.

2. Unless otherwise agreed in individual cases, the prices and conditions of our price list valid at the time of entry into the contract shall apply. The goods are invoiced "gross for net" and therefore without deduction of packaging.

3. In the case of third-party deliveries, and in particular in the case of deliveries ex works, we may, if we have not expressly promised a fixed price, determine prices according to the conditions of the price list of the respective supplying plant valid on the day of delivery. The price list may be consulted by the Contracting Party. Prices may not be determined according to the valid price list if this would lead to an increase in profit for us. In that case, the price list at the time of ordering shall apply.

4. If taxes or other levies or other external costs included in the agreed price should change more than four weeks after the conclusion of the contract or if they should arise for the first time, we shall be entitled to change the price to the corresponding extent. If the change entails a reduction in the corresponding costs, we shall make a corresponding price change in favor of the Contracting Party.

5. Price changes for quantities not yet delivered are permissible in the event of an interval of more than six weeks between the conclusion of the contract and the agreed delivery date or more than six weeks between the conclusion of the contract and actual delivery where we are not responsible for such interval. If wages, material costs or market cost prices increase thereafter up to the time of actual delivery, we shall be entitled to increase the price correspondingly. The Contracting Party is entitled to withdraw from the contract within four weeks of being notified of the price increase if the price increase significantly exceeds the increase in the general cost of living between the order and delivery dates. We shall inform the Contracting Party of price increases without delay.

III. Payment and settlement

1. Unless otherwise agreed or stated in our invoices, the purchase price shall be due immediately after delivery without any discount and shall be paid in such a way that we can dispose of the amount on the due date. The costs of payment transactions shall be borne by the Contracting Party. However, we are entitled at any time to insist on payment in advance prior to delivery. The Buyer shall only be entitled to a right of retention and a right of set-off insofar as its counterclaims are undisputed or have been legally established. The Contracting Party's rights in respect of defects in accordance with these terms and conditions as well as in accordance with the statutory provisions shall remain unaffected.

2. If dispatch from the shipping point or if shipment cannot take place due to missing instructions or documents or if delivery is delayed for other reasons for which we are not responsible, the full invoice amount shall be due on the 15th of the month following the notification of readiness for dispatch. If a letter of credit has been established, the Contracting Party shall amend the terms of the letter of credit accordingly.

3. If the payment deadline is exceeded or in the event of default, we shall charge interest at a rate of 9 percentage points above the base rate of the European Central Bank applicable in each case, unless higher interest rates have been agreed. We reserve the right to assert further damage caused by default.

4. The Contracting Party shall be in default 10 days after the due date and receipt of the invoice/payment schedule or receipt of the service, unless agreed otherwise in a separate contract.

5. If it becomes apparent after the conclusion of the contract that our claim for payment is jeopardized by the Contracting Party's lack of ability to pay (for example, by an application for the opening of insolvency proceedings), we shall be entitled to the rights under Section 321 of the German Civil Code (defense of uncertainty). In the case of contracts for the manufacture of specific items (custom-made products), we may immediately rescind the contract without prior notice. We shall then also be entitled to declare all claims from the current business relationship with the Contracting Party due and payable. In addition, the defense of uncertainty shall extend to all other outstanding deliveries and services arising from the business relationship with the Contracting Party.

6. An agreed cash discount always relates only to the invoice value excluding freight and presupposes the complete settlement of all due obligations of the Contracting Party at the time of the cash discount.

IV. Execution of deliveries, delivery periods and delivery dates

1. In the event that we have concluded a congruent hedging transaction, our delivery obligation is subject to the correct and timely delivery of supplies and raw materials to us, unless the incorrect or delayed delivery to us is our fault. If the delivery of supplies and raw materials to us does not take place, does not take place on time or is incorrect, we shall inform the Contracting Party without delay.

2. Information on delivery times should always be understood as approximate and provisional, unless a fixed period or a fixed date has been expressly promised or agreed. Delivery periods shall commence on the date on which we confirm the order and shall only apply on condition that all details of the order have been clarified in good time and that all obligations of the Contracting Party have been fulfilled in good time, e.g. provision of all official certificates, provision of letters of credit and guarantees or payment of deposits.

3. The date of dispatch ex works or ex warehouse shall apply in respect of compliance with delivery periods and delivery dates. They shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.

4. Events of force majeure shall entitle us to postpone delivery for the duration of the hindrance plus a reasonable start-up time. This shall also apply if such events occur during an existing delay. Force majeure shall include currency, trade policy and other measures by public authorities, strikes, lock-outs, operational disruptions for which we are not responsible (e.g. fire, machine or roller breakage, shortage of raw materials or energy, effects of radiating substances), obstruction of transport routes, delays in import/customs clearance as well as all other circumstances which, through no fault of our own, make deliveries significantly more difficult or impossible. It shall be irrelevant whether these circumstances occur at our premises, at the supplier's works or at a sub-supplier's premises. If the execution of the contract becomes unreasonable for one of the contracting parties due to the aforementioned events, in particular if the execution of significant parts of the contract is delayed by more than 6 months, either party may terminate the unfulfilled part of the contract.

V. Retention of title

1. All goods delivered shall remain our property (reserved goods) until all claims arising from the contract and the ongoing business relationship have been fulfilled, including any balance claims to which we are entitled within the framework of the business relationship (balance reservation) and claims which are unilaterally established by the insolvency administrator by way of choice of performance. This shall also apply to claims arising in the future and conditional claims, e.g. from acceptor bills of exchange, and also if payments are made on specially designated claims. This reservation of balance shall expire upon settlement of all claims still outstanding at the time of payment and covered by this reservation of balance.

2. Any reworking and processing of the reserved goods shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without establishing any obligation on our part. The reworked and processed goods shall be deemed to be reserved goods within the meaning of No. 1. If the reserved goods are processed, combined and mixed with other goods by the Contracting Party, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership lapses due to combining, mixing or processing, the Contracting Party hereby transfers to us the ownership rights to which it is entitled in the new stock or item to the extent of the invoice value of the reserved goods and shall keep them in safe custody for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of No. 1.

3. The Contracting Party may only sell the reserved goods in the ordinary course of business under its normal terms and conditions of business and as long as it is not in default, provided that the claims from the resale pursuant to nos. 4 to 6 are transferred to us. It may not dispose of the reserved goods in any other way. In particular, the Contracting Party may neither pledge the reserved goods to third parties nor assign them as security before full payment of all secured claims.

4. Claims from the resale of the reserved goods, together with all securities which the Contracting Party acquires for the claim, are assigned to us here and now. They shall serve as security to the same extent as do the reserved goods. If the reserved goods are sold by the Buyer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other goods sold. In the event of a sale of goods in which we have co-ownership shares pursuant to no. 2, a part of the claim corresponding in amount to our co-ownership share shall be assigned to us. If the reserved goods are used by the Contracting Party to fulfill a contract for work and services, the claim arising from the contract for work and services shall be assigned to us in advance to the same extent.

5. The Contracting Party is entitled to collect claims from the resale. This authorization to collect shall expire if we revoke it, but at the latest in the event of default in payment, non-redemption of a bill of exchange or application for the opening of insolvency proceedings. We shall only exercise our right of revocation if it becomes apparent after the conclusion of the contract that our claim for payment under this or other contracts with the Contracting Party is jeopardized by the Contracting Party's lack of ability to pay. At our request, the Contracting Party shall inform its customers immediately of the assignment to us and provide us with the documents required for collection.

6. An assignment of claims from the resale is not permitted unless it is an assignment by way of genuine factoring of which we have been notified and in which the factoring proceeds exceed the value of our secured claim. Upon crediting of the factoring proceeds, our claim shall become due immediately.

7. The Contracting Party shall inform us immediately of any attachment or other impairments by third parties or of any application for the opening of insolvency proceedings. The Contracting Party shall bear all costs which have to be incurred in order to cancel the attachment or to return the reserved goods, insofar as they are not reimbursed by third parties.

8. If the Contracting Party defaults on payment or does not honor a bill of exchange when it is due, we shall be entitled to take back the reserved goods and, if necessary, to enter the Contracting Party's premises for this purpose. The same shall apply if, after the conclusion of the contract, it becomes apparent that our claim for payment under this or other contracts with the Buyer is jeopardized by the Buyer's lack of ability to pay. Repossession shall not constitute withdrawal from the contract. The provisions of the Insolvency Code shall remain unaffected.

9. If the invoice value of the existing securities exceeds the secured claims including ancillary claims (interest, costs and the like) by more than 50% in total, we shall, at the Contracting Party's request, release securities of our choice to that same extent.

VI. Grades, measures and weights

1. Grades and measures shall be determined according to the agreed standards, in the absence of an agreement according to the standards applicable at the time of conclusion of the contract, and in the absence of such standards according to commercial practice. References to standards such as DIN/EN or their components such as material sheets, test certificates or test standards as well as information on types, grades, measures, weights and usability do not constitute assurances or guarantees, nor do declarations of conformity, manufacturer's declarations and corresponding marks such as "CE" and "GS".

2. The weighing carried out by us or our supplier shall apply for weights. We are entitled to determine weights without weighing according to standards (theoretical weight) plus 2.5% (commercial weight). We may also determine weights theoretically without weighing based on the length or area of the products, whereby we may determine the measurements according to recognized statistical methods. The numbers of articles, bundles etc. stated in the dispatch note are non-binding for goods calculated by weight. Unless individual weighing is customary, the total weight of the consignment shall apply in each case. Any differences as compared to the calculated individual weights shall be distributed proportionately among them. The client shall be responsible for the completeness, correctness and timeliness of the execution documents to be procured or prepared by the client. The client shall be both our client and Contracting Party if delivery to third parties has been agreed.

VII. Acceptance

1. If acceptance has been agreed, it may only take place in the supplying plant or our warehouse immediately after notification of readiness for acceptance. Personal acceptance costs shall be borne by the Contracting Party, material acceptance costs shall be charged to the Contracting Party in accordance with our price list or the price list of the supplying plant.

2. If acceptance does not take place or does not take place in due time and the Contracting Party is not entitled to refuse acceptance, we shall be entitled to dispatch the goods without acceptance or to store them at the cost and risk of the Contracting Party. If the service is a service under a contract for work and services, acceptance shall be deemed to have been granted in such a case 8 days after the declaration of readiness for acceptance. If commissioning takes place before the declaration of readiness for acceptance or before the expiry of the 8-day period, acceptance shall be deemed to have been granted upon commissioning.

VIII. Dispatch, transfer of risk, packaging, partial deliveries

1. Delivery shall be made ex warehouse, which is also the place of performance for the delivery and any subsequent performance, unless otherwise provided for under section XII of these terms and conditions. At the request and expense of the Contracting Party, the goods shall be shipped to another destination (sales shipment).

2. We shall determine the route and means of dispatch as well as the forwarding agent and carrier.

3. If, through no fault of our own, transport by the intended route or to the intended place in the intended time becomes impossible or substantially more difficult, we shall be entitled to deliver by another route or to another place; the Contracting Party shall bear the additional costs incurred. The Contracting Party shall be given the opportunity to respond beforehand.

4. The risk, including the risk of seizure of the goods, shall pass to the Contracting Party for all transactions, including carriage paid and free house deliveries, when the goods are handed over to a forwarding agent or carrier, but no later than when they leave the warehouse or the delivery plant. We shall only provide insurance on the instructions and at the expense of the Contracting Party. Duties and costs of unloading shall be borne by the Contracting Party.

5. The goods are delivered unpacked and not protected against rust. If customary in the trade, we shall deliver in packaged form. We shall provide packaging, and protective and/or transport aids according to our experience and at the Contracting Party's cost. They shall be

taken back at our warehouse. We do not assume the costs of the Contracting Party for the return transport or for its own disposal of the packaging.

6. We are entitled to make partial deliveries to a reasonable extent. We are entitled to reasonably exceed or fall short of the agreed delivery quantities. The indication of an "approximate" volume shall entitle us to exceed/fall short of the agreed volume by up to 10% and invoice accordingly.

7. We are entitled to request that the recipient provide the voucher confirming the receipt of the goods in electronic form.

IX. Call-off orders

1. In the case of call-off orders, goods notified as ready for dispatch must be called off immediately, otherwise we shall be entitled, after issuing a reminder, to dispatch them at our discretion at the cost and risk of the Contracting Party or to store them at our discretion and to bill for them immediately.

2. In the case of contracts with continuous delivery, call-offs and grading for approximately the same monthly quantities shall be provided to us; otherwise we shall be entitled to make the determinations ourselves at our reasonable discretion.

3. If the individual call-offs exceed the contractual quantity in total, we shall be entitled, but not obliged, to deliver the excess quantity. We may bill for the excess quantity at the prices valid at the time of the call-off or delivery.

X. Liability for material defects

1. Defects in the goods must be reported in writing without delay, and at the latest seven days after delivery. Material defects that cannot be detected within this period even with the most careful inspection must be reported in writing immediately after detection, and at the latest before the expiry of the agreed or statutory limitation period, with immediate cessation of any processing. If the goods have already been resold, processed or transformed, the Contracting Party shall only be entitled to the right of reduction in respect of the purchase price.

2. After any agreed acceptance of the goods by the Contracting Party, no complaints shall be entertained in respect of material defects that were detectable during the agreed type of acceptance procedure.

3. In the event of a justified notification of defect in due time, we may, at our discretion, remedy the defect or deliver a defect-free item (subsequent performance). If the subsequent performance chosen by us is unreasonable for the Contracting Party in the case in point, the latter may reject it, in which case the Contracting Party is obliged to explain and prove the reasons for the unreasonableness. In the event of failure or refusal of subsequent performance, the Contracting Party may reduce the purchase price or withdraw from the contract after the unsuccessful expiry of a reasonably set deadline. If the defect is not significant, the Contracting Party shall only be entitled to the right of reduction in respect of the purchase price.

4. If the Contracting Party does not immediately give us the opportunity to assess the existence of a material defect, or in particular if it does not immediately provide the rejected goods or representative samples thereof upon request, we shall be entitled to refuse to fulfill the corresponding claims in respect of defects.

5. In the case of goods that have been sold as downgraded material – e.g. so-called Ila material – the Contracting Party shall not be entitled to any rights arising from material defects with regard to the specified reasons for downgrading and those that it must normally expect. Our liability for material defects is excluded in relation to the sale of Ila material.

6. We shall only bear expenses in connection with subsequent performance insofar as they are reasonable in the individual case, particularly in relation to the purchase price of the goods, but in no case more than 150% of the value of the new goods in a defect-free condition. We shall not bear costs relating to the installation and removal of the defective item, or costs incurred by the Contracting Party in remedying the defect itself, without the legal requirements for this being met. We shall not bear any expenses incurred because the goods sold have been taken to a place other than the registered office or branch of the Contracting Party, unless this is in accordance with their contractual use.

7. The Contracting Party's rights of recourse according to § 478 BGB remain unaffected.

8. We do not provide a warranty for a specific purpose or the specific suitability of the goods, unless otherwise expressly agreed in writing; in all other respects, the risk of use and application lies exclusively with the Contracting Party.

XI. General limitation of liability and statute of limitations

1. We shall only be liable for breach of contractual and non-contractual obligations, in particular for impossibility of performance, default, culpa in contrahendo and tort – including for our executive employees and other vicarious agents – in cases of intent and gross negligence, limited to the typical contractual damage foreseeable at the time of entry into the contract.

2. These limitations shall not apply in the event of culpable breach of material contractual obligations, insofar as the achievement of the purpose of the contract is jeopardized, in cases of mandatory liability under the German Product Liability Act, in the event of damage to life, limb and health and if and insofar as we have fraudulently concealed defects in the item or guaranteed their absence. The rules on the burden of proof remain unaffected in this respect.

3. Unless otherwise agreed, contractual claims which the Contracting Party has against us on the grounds of or in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods, unless they concern compensation for physical injury or damage to health or typical, foreseeable damage or are based on intent or gross negligence on our part. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. This shall not affect our liability for intentional and grossly negligent breaches of duty or the limitation of statutory recourse claims. In cases of subsequent performance, the limitation period shall not recommence.

XII. Compliance with embargoes

Under no circumstances may goods expressly intended for export to a non-EU country be delivered by the Contracting Party or by third parties to a destination other than that agreed in the contract. The Contracting Party shall ensure that, as a result of or in connection with the contract, no goods, services or technology are supplied in breach of any applicable economic sanctions legislation and that no person or company on an official sanctions list is involved in or can benefit from the contract.

XIII. Place of performance, jurisdiction and applicable law

1. The place of performance for our deliveries shall be the delivery plant in the case of delivery ex works, and our particular warehouse in the case of all other deliveries. The place of jurisdiction shall be, at our discretion, the registered office of our principal place of business (currently Essen) or the registered office of the Contracting Party.

2. The applicable substantive law of the Federal Republic of Germany shall apply to all legal relationships between us and the Contracting Party in addition to these terms and conditions. The provisions of the Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) shall not apply.

XIV. Miscellaneous

1. If a Contracting Party domiciled outside the Federal Republic of Germany (foreign customer) or its agent collects goods or transports or dispatches them abroad, the Contracting Party shall provide us with the export certificate required for tax purposes. If this certificate is not provided, the Contracting Party shall pay the value added tax applicable to deliveries within the Federal Republic of Germany on the invoice amount.

2. In the case of deliveries from the Federal Republic of Germany to other EU member states, the Contracting Party must provide us prior to delivery with the VAT identification number it uses for the taxation of intra-community commercial transactions. Otherwise, it shall be required to pay the VAT amount legally owed by us for our deliveries in addition to the agreed purchase price.

For each tax-exempt intra-Community delivery from the Federal Republic of Germany to another EU member state, the Buyer of the goods is obliged pursuant to §§ 17a and 17c of the Value Added Tax Implementing Regulation to provide us with proof of the actual arrival of the goods (confirmation of arrival). The proof shall be provided on a form supplied by us. If this proof is not provided, the Buyer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany in relation to the previous (net) invoice amount.

3. Should any provision of these General Terms and Conditions of Supply and Payment be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions.

B. General Lease Terms and Conditions

I. Validity

1. Our leases are subject to our General Lease Terms and Conditions, unless expressly agreed otherwise. In addition, our General Terms and Conditions of Supply and Payment shall apply to all lease contracts. Our General Lease Terms and Conditions exclude the application of contradictory terms of the Lessee. General terms and conditions of the Lessee are not recognized by us and are not binding on us even without specific objection.

2. All agreements which are entered into for the purpose of the performance of a lease contract between us and the Lessee must be specified in writing in the contract itself; this also applies, in particular, to supplementary agreements entered into verbally before entry into the contract. Agreements that are solely made verbally are invalid.

3. Our employees to whom the leasing is entrusted are not authorized to enter into verbal supplementary agreements or to make verbal promises which go beyond the content of the written contract.

4. Contract amendments must be made in writing. This also applies to the waiver or alteration of the written form requirement.

5. Our offers are subject to change and are non-binding. Declarations of acceptance require our written confirmation or confirmation by fax to be legally effective, in which case the text form (e.g. e-mail) is sufficient. Only through this does a binding contract come into being.

II. General rights and obligations of the parties

1. We undertake to lease the leased property to the Lessee for the agreed lease term.

2. The Lessee undertakes to use the leased property solely for the intended purpose, to observe the relevant accident prevention, occupational safety and road traffic regulations, to pay the lease fee as agreed and treat the leased property with due care. The Lessee undertakes to notify us without delay about the location or place of use of the leased property.

III. Defects upon handover of the leased property

1. The Lessee is entitled to inspect the leased property in good time before the start of the lease term and to give notice of any defects. The costs of any inspection shall be borne by the Lessee.

2. Defects which become apparent upon handover shall be recorded in a handover report, which shall be signed by us and the Lessee. Complaints may no longer be made in respect of such defects identifiable at the time of handover if they were not reported in writing immediately after the inspection or recorded in the handover report. Other defects already present at the time of handover must be reported in writing immediately after discovery. Any defects that are not mentioned in the handover report do not entitle the Lessor to make a claim of any kind.

3. We shall remedy any defects notified in good time that were present at the time of handover. The costs of remedying such defects shall be borne by us as Lessor. We are also entitled to provide the Lessee with a functionally equivalent rental item. If the leased property has a defect at the time of handover which nullifies or restricts its suitability for use in

accordance with the contract, the Lessee shall only pay an appropriately reduced lease fee for the period during which the suitability is reduced.

4. If we allow a reasonable period of grace granted to us for the rectification of a defect existing at the time of handover to expire fruitlessly through our fault, or if the rectification fails, the Lessee shall be entitled to terminate the contract. Mandatory statutory provisions shall remain unaffected.

IV. Lease term

1. The Lease term begins with the provision or handover of the leased property at the contractually agreed time and place. If the Lessee collects the leased property, the agreed day of collection shall apply. This also applies if the Lessee does not take possession of the leased property until a later date. If the Lessee does not take over the leased property within 14 days after it has been made available, we shall be entitled to terminate the contract and lease the leased property to another party. Claims against the Lessee for loss of profit in accordance with the statutory provisions shall remain unaffected in this regard.

2. Should we be in default with the handover of the leased property, the Lessee may demand compensation of any damage suffered upon production of proof. In the event of ordinary negligence on our part, the compensation shall be limited to the amount of the daily net lease fee. The Lessee may also withdraw from the contract in accordance with the statutory provisions.

3. The lease term ends with the return of the leased property to us in proper condition and as specified in the contract, but not before the expiry of the contractually agreed lease term, unless the contract has been effectively terminated beforehand in accordance with these terms and conditions or statutory provisions. The Lessee shall return the leased property in operable and clean condition, with a full tank, or keep it ready for collection; if maintenance and care measures or inspection and repair work must be carried out, such work shall be carried out by the Lessee at the Lessee's own expense before returning or handing back the leased property. The leased property must be returned/handed back during our normal business hours and in good time so that we are able to inspect it on the same day.

V. Unusability clause

The agreed lease term shall not be extended automatically by periods of unusability, if any. Periods of unusability are periods during which the leased property cannot be used at the place of use for which it has been leased and for which neither party is responsible. Unusability periods shall be deemed to be included in the lease term. If the Lessee wishes to extend the contractually agreed lease term, this must be agreed by the parties in the lease contract.

VI. Prices and payments

1. All prices are net prices plus the statutory value added tax applicable on the date of invoicing.
2. Unless otherwise agreed, the agreed lease fee relates in each case to 30 calendar days and to a daily use of 8 hours per working day with 5 working days per calendar week and 22 working days per month. In the event of a longer period of use the Lessee shall notify us accordingly and pay an increased lease fee as stipulated in the lease contract.
3. Delivery and removal, loading and unloading, and assembly or disassembly of the leased property shall be at the Lessee's cost and risk. The Lessee shall also bear the operating and energy costs, and shall be responsible for the provision of consumables and any necessary official permits, for personnel and for the insurance of the leased property. The aforementioned costs are not included in the lease fee.
4. The Lessee shall make machines available on the agreed delivery or removal days to enable the safe loading or unloading of the leased property within a reasonable period.
5. The leased property shall be leased without staff. If in the individual case a demonstration of or training in the use of a leased item is necessary, our personnel shall carry out the demonstration or training. The associated costs shall be borne by the Contracting Party.
6. Payments must be made by bank / giro transfer. Crediting of the amount to our account shall be deemed payment and fulfillment. We are not obliged to accept bills of exchange and checks. If we accept them, acceptance shall be on account of performance, and only encashment shall be considered as payment. Bank, discount and collection charges shall always be borne by the Lessee and shall be due immediately. Bills of exchange shall only be accepted in all cases without guarantee for correct presentation and protest. Payments by check/bill of exchange shall always require an express prior agreement.
7. The lease fee shall be due in advance and, if it is calculated according to periods, at the beginning of each period.
8. If the payment deadline is exceeded or in the event of default, we shall charge interest at a rate of 9 percentage points above the base rate of the European Central Bank applicable in each case, unless higher interest rates have been agreed. We reserve the right to assert further damage caused by default.

The Contracting Party shall be in default 10 days after the due date and receipt of the invoice/payment schedule or receipt of the service, unless agreed otherwise in a separate contract.

9. We reserve the right to increase our prices accordingly if cost increases occur after the conclusion of the contract, in particular due to wage agreements or increases in the price of materials. We shall prove the cost increases to the Lessee on request. If, in an individual case, the price increase amounts to more than 10%, the Lessee shall be entitled to withdraw from the contract.

10. The Lessee shall only be entitled to set-off and reduction if the claims asserted by it are legally established, undisputed or recognized by us. Furthermore, the Lessee shall have no right of retention in respect of disputed counterclaims.

VII. Maintenance obligation of the Lessee

1. The Lessee shall carefully follow our installation and assembly instructions and maintain the leased property in proper and functional condition.

2. The Lessee undertakes to protect the leased property from excessive use in any way and to avoid any technical overloading of the leased property; to carry out the proper and professional maintenance and care of the leased property at its own expense, this includes only using lubricants, cleaning agents and other operating materials prescribed by the manufacturer that are in sound condition; to give notice of any necessary inspection and repair work in good time and to have it carried out by us without delay. The related costs shall be borne by the Lessee.

3. We are entitled to inspect the leased property at any time and, after prior consultation with the Lessee, to examine it ourselves or have it examined by an agent. The Lessee must tolerate access to this.

The Lessee shall facilitate our inspection in every way; in particular it must allow us to enter the place of use or provide any necessary permission from third parties without delay upon request. We shall bear the costs of the inspection. Where the Lessee culpably fails to notify the Lessor immediately of a defect in the leased property and this results in damage to the leased property, the Lessee shall compensate us for such damage.

4. The Lessee is prohibited from removing or covering or otherwise rendering illegible any inscriptions attached to the leased property that refer to the Lessor's ownership. The Lessee must inform us immediately in text form if a third party asserts rights to the leased property

by way of seizure, attachment or other procedure, and shall also inform the third party in text form that the leased property does not belong to the Lessee.

5. The Lessee undertakes to insure the device for the duration of the lease term against damage of all kinds, insofar as insurable, for the benefit of the Lessor at replacement value.

6. The Lessee may neither assign any rights under this contract to third parties nor grant third parties any rights of any other kind to the leased property, unless otherwise provided for in these terms and conditions or in the lease contract.

VIII. Liability, transfer of risk

1. The Lessee shall be liable for destruction, loss and damage as well as for wear and tear of the leased property including parts and accessories which exceeds the usual or contractually agreed extent unless it can prove that it is not at fault.

2. If the Lessee is liable in accordance with no. 1, it must return the leased property to us and reimburse us for the costs of professionally repairing the leased property. If the leased property cannot be repaired or can only be repaired at a disproportionately high cost, the Lessee shall bear the costs necessary to procure an equivalent replacement for the leased property. The Lessee shall also be liable for further consequential costs resulting from the damage according to no. 1, in particular loss of rental income and the costs of the expert. In addition, the Lessee shall pay compensation in accordance with the statutory provisions for the delayed or non-return of the leased property. This shall also apply if the leased property is deemed not returned due to its condition in accordance with no. 1.

3. The Lessee is also liable for the loss of the leased property due to theft, burglary or robbery and damage by third parties (e.g. damage to property), or loss in any other way, since the Lessee, as the direct possessor, must protect the leased property from access by third parties.

4. The Lessee shall collect the leased objects from the warehouse of terra infrastructure GmbH and return them there upon the termination of the contractual relationship (obligation to fulfill). Accordingly, the place of performance and fulfillment shall be the warehouse of terra infrastructure GmbH. This shall also apply if, at the request of the Lessee, we have the outward and/or return transport of the leased property carried out by a forwarding agent or our own employees. If the return transport of the leased property is carried out by a forwarding agent or by terra infrastructure GmbH's own employees at the request of the Lessee, the Lessee shall guard the leased property until it is collected by us, and in particular shall protect it against theft, damage and destruction. The Lessee's liability pursuant to no. 2 of this section shall remain unaffected.

5. The Lessee is prohibited from making any kind of conversions/add-ons/modifications to the leased equipment. A conversion/add-on/modification is only permitted to be made by terra's specialized personnel. In the event of an unauthorized conversion/add-on/modification by the Lessee, the Lessee shall be fully liable for any resulting damage to the leased equipment itself, as well as for any kind of consequential damage (injury to personnel and damage to property).

6. Terra expressly assumes no liability in this regard. The Lessee shall indemnify us for the duration of the lease term against claims by third parties arising from a breach of the duty of care or for any other legal reason in relation to the leased property.

7. We shall only be liable for cases of ordinary negligence if these result in injury to life, limb or health or if, in other cases, the allegation of ordinary negligence is made against our managers or senior employees.

IX. Termination

1. A lease contract concluded for a specific lease term may not be terminated by either party. The right to terminate without notice for good cause remains unaffected in this regard.

2. We are entitled to terminate the rental relationship for good cause. Good cause shall be deemed to exist in particular if the Lessee, without our consent in text form at least, does not use the leased property or a part thereof as intended or moves it to a location other than the one defined in the contract, and in the event of a breach of the duty of maintenance, insofar as this is associated with a risk to the leased property.

3. Good cause shall also be deemed to exist in particular if the Lessee makes the leased property available to a third party for use without our consent, either in return for payment or free of charge.

4. Good cause shall also be deemed to exist in particular if the Lessee is in arrears with the payment of the lease fee or a significant part of the lease fee for two consecutive payment dates or is in arrears with the payment of the lease fee in a period extending over more than two payment dates in an amount corresponding to the lease fee for two months, unless there is an application to open insolvency proceedings against the assets of the Contracting Party and the arrears occurred in the period before the application to open insolvency proceedings was filed.

5. Good cause shall also be deemed to exist in particular if there is a deterioration in the financial circumstances of the Lessee which jeopardizes our claim to payment of the lease fee. Significant deteriorations in the financial circumstances of the Lessee which jeopardize

our claim to payment of the lease fee shall include inter alia: cessation of payments by the Lessee; a failure to honor bills of exchange or checks of the Lessee on time.

If such a circumstance exists and we terminate the lease contract for this reason, the Lessee shall be entitled to prove to the contrary that a deterioration in its financial circumstances which jeopardizes our claim to payment of the lease fee has not occurred.

6. We reserve the right to assert claims for damages.

X. Exchange

In the event of an exchange, the original leased property shall be replaced by the new leased property. In all other respects, the respective lease contract shall continue unchanged.

XI. Subleasing

The Lessee may not sublease or otherwise transfer the leased property to third parties without our prior consent in the written or text form. In the event of a sublease or transfer of the leased property to a third party by the Lessee, we shall remain the indirect possessor of the leased property in addition to the Lessee. The Lessee hereby assigns to us its claims for surrender and any claims for remuneration against the third party arising from the sublease or other transfer of the leased property.

XII. Applicable law, place of jurisdiction

1. The legal relations between us and the Lessee shall be governed exclusively by the law of the Federal Republic of Germany.

2. The place of jurisdiction shall be, at our discretion, the registered office of our principal place of business (Essen) or the registered office of the Lessee.

(As at: December 2024)