MAXIMATOR® HYDROGEN

General Terms and Conditions Maximator Hydrogen GmbH

Status: June, 2024

1. Terms and Conditions

1.1 We conclude contracts with entrepreneurs (§§ 310 para.1, 14 BGB), legal entities under public law and special funds under public law for deliveries and services to be provided by us only on these General Terms and Conditions (GTC).

1.2 Our terms and conditions also apply to all future contracts in the ongoing business relationship with our Customer. The Customer can retrieve and download our terms and conditions at any time on the Internet at www.maximator-hydrogen.de/en. We can also provide them free of charge at any time. For foreign Customers, we will send the terms and conditions at the latest with each offer and each order confirmation in the contract language.

1.3 Any business or purchasing conditions of the Customer are hereby contradicted. Any conflicting, deviating, supplementary or unilateral terms and conditions or business or purchasing conditions from the Customer shall not apply, even if we do not expressly object to them or provide or accept services, without reservation, even if they are included in an order text. Such terms shall only be considered valid if we have expressly agreed to them in writing on a case-by-case basis.

2. Conclusion of contract, contract documents

2.1 If the Customer order follows our offer, the contract is concluded by his order. If the Customer's order deviates from our offer, the contract will only be concluded after our confirmation of the order. If our offer is "subject to change", we may revoke it until receipt of the order. If we reserve the right to intermediate sale in our offer, we are entitled to sell the goods elsewhere until the order is received.

2.2 If the Customer submits an offer, the contract is only concluded upon receipt of our written order confirmation or invoice or upon delivery of the goods to the Customer. Our order confirmation or invoice is decisive for the scope and content of the contract.

2.3 The Customer is bound to his offer for at least four weeks from receipt by us.

3. Prices, price adjustment, payments

3.1 Our prices are ex works or warehouse (ex works Incoterms 2020) and do not include packaging, freight, postage, security and transport insurance. Added to this is the respective statutory sales tax. In the case of agreed foreign deliveries, the Customer shall bear the customs duty, including the costs incurred for customs clearance (such as the cost of a customs agent). Discounts, rebates or bonuses are granted only in a separate written agreement.

3.2 Our prices are calculated based on the agreed order quantities. If no binding order quantities have been agreed, our calculation is based on the agreed target quantities. If the target quantity is undercut, we are entitled to increase the price per unit at our reasonable discretion.

3.3 Our accounts receivable shall be due on the earliest pick-up day mentioned in our delivery notification or, if delivery has been agreed, upon delivery of the goods to the Customer, unless another payment date has been agreed in writing.

3.4 Payments are to be made in EURO free of expenses and costs to a designated banking institution of our choice. If payment is made by special written agreement in another currency, the relevant exchange rate will be the European Central Bank's EURO Reference Rate on the due date of the payment.

3.5 Payment and discount periods granted by us begin on the invoice date. Agreed discount deductions are only permitted if the Customer is not in default with other ac-

counts receivable from our business relationship. The discount applies only to the net invoice value excluding freight.
3.6 The corresponding credit on our business account determines timely payment.
3.7 We reserve the right to use payments for redemption of the oldest due invoice items, including the accrued interest and costs in the following order: costs, interest, principal.
3.8 If the Customer does not make payment within two days of receipt of our readiness for delivery notification or, if delivery is agreed, two days after delivery, he will be in default, unless he has previously received our invoice or an agreed payment date has previously expired. In these cases, the Customer is already in default if he does not make the payment at the latest one day after receipt of the invoice or on the payment date. In commercial transactions, we initially charge due interest of 5 percentage points per year from maturity (Section 3.3); default interest in the amount of 9 percentage points p.a. above the respective base interest rate. The assertion of any further damage caused by delay remains unaffected.
3.9 Delineated payment terms shall cease to exist if we are aware of a significant deterioration in the financial position of the Customer after conclusion of the contract or if our Customer provides incorrect, incomplete or, despite a request, no information about his creditworthiness. In these cases, outstanding accounts receivable become due immediately insofar as the Customer is not entitled to any rights of refusal. Furthermore, we may assert our security interests and make outstanding deliveries dependent on the provision of adequate security or advance payment. If the Customer refuses to do so, we may- to the extent dictated by law subsequent to the fruitless expiration of a reasonable timeframe- insofar as we have not yet provided our services, withdraw from the contract without the Customer being able to derive any rights therefrom.
3.10 Bills of exchange and checks are only accepted by special agreement and only on account of performance. Bills of exchange must be discountable. Exchange and discount charges are borne by the Customer; they are calculated from the day on which the invoice amount is due and are due immediately. The bill of exchange term may not exceed 90 days after the invoice date.
3.11 The Customer can only offset against our claims if his counterclaim has been undisputed, acknowledged or legally established by us or is ready for a decision or his claim comes from the same contractual relationship from which we derive a claim. The same applies to assertion of a right of refusal or right of retention. The Customer can only assert a right of retention if we have not provided adequate security despite a written request from the Customer.

4. Delivery, transfer of risk default of acceptance

4.1 The terms of delivery ex works (Incoterms 2020) apply.
4.2 The risk of price and performance passes to the Customer at the end of our normal business hours on the earliest pick-up date stated in our delivery notification, but only in the case of a generic debt when we have sorted out the goods.
4.3 A shipment of goods takes place only after written agreement and at the risk of the Customer.
4.4 We do not take back transport packaging and all other packaging in accordance with the Packaging Ordinance; it becomes the property of the Customer, with the exception of pallets.
4.5 At the Customer's request and expense, the goods shall be insured against theft, breakage, transport, fire and water damage and other insurable risks.
4.6 If the Customer is in default of acceptance, the Customer shall be obliged to pay us reasonable compensation for any storage of the good caused by the default of acceptance. Further statutory rights to

the Customer's default of acceptance shall remain unaffected.

5. Dates and Deadlines, Force Majeure, reservation of self-delivery, contractual penalties

5.1 Fixed dates require our written confirmation. Partial deliveries to a reasonable extent are permissible.
5.2 Delays in delivery due to extraordinary unforeseeable events such as industrial action, natural disasters such as floods, low or high water levels on the waterways, acts of terrorism, governmental measures, in particular country embargoes, restrictions on goods, and other adverse foreign trade measures, in particular, the Federal Republic of Germany, the European Union or the USA, operational disturbances (e.g. fire, machine or roller breakage, raw material or energy shortage), obstruction of the traffic routes, delay in the import / customs clearance, riots etc. free us, as long as they continue or in case of impossibility, of the delivery obligation, as far as we are not responsible for the cause of the delivery delay. If the delivery delay lasts longer than six months, each contractual partner can withdraw from the contract, further accounts receivable are excluded.
5.3 Each additional period to be set must be at least three weeks.
5.4 Insofar as we are unable to make deliveries because we are not supplied by our own suppliers or are not supplied in sufficient quantities or in a lack of capacity, even though we have concluded congruent cover transactions, we shall be released from our obligation to perform and may withdraw from the respective affected contract. However, our Customer may demand the delivery of the quantity available free of defects at the agreed delivery time. We will inform our Customers about this. We will reimburse our Customers for any consideration already provided. Any further claims shall not be available to our Customer in such a case.
5.5 We do not impose any penalty undertaking for non-performance or improper fulfillment.

6. Industrial property rights of third parties, exemption, own industrial property rights

6.1 It is solely the Customer's responsibility to ensure that, due to its specifications for the goods and their further processing, industrial property rights or other rights of third parties are not infringed.
6.2 If claims are made assuming a specific requirement of our Customers because of the alleged infringement by a third-party claim:

- we will inform our Customers about this without delay,
- our Customer compensates us fully from all legitimate claims of third parties, including reasonable costs of legal defense and / or prosecution, upon first written request,
- At his option, our Customer shall either obtain a right of use for the relevant quality specifications or change the quality specifications so that the property right is not violated, unless we are solely responsible for the infringement of property rights. Our further legal claims remain unaffected.

6.3 We reserve all rights, including copyrights, trademark rights, company rights and know-how rights to any models, production facilities, illustrations, brochures, calculations and other documents. They may not be made accessible to third parties, reproduced or distributed by our Customers without our express written approval. This applies in particular to documents which are marked as "confidential".

7. Condition of the goods, warranty

7.1 Information (e.g. weights, dimensions, utility values, load capacity, tolerances and

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technical data) as well as the representations of the same (e.g. drawing and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or markings. We are only obliged to deliver goods of average type and quality, taking into account commercially available tolerances with regard to dimensions, weight and quality and packaging. If an "approximate" quantity is agreed, we may deliver more or less 10% of the stated quantity to fulfillment.
7.2 Our Customer bears the sole responsibility for a proper construction, taking into account any safety regulations and the necessary test procedures, for the correctness and completeness of its technical delivery instructions and the technical documents and drawings given to us, especially with regard to the intended use of our goods. This also applies if changes are proposed by us with Customer approval. In principal, we are only obliged to deliver in the Federal Republic of Germany goods that are eligible for transport and acceptance.
7.3 The operational wear and tear of wear parts does not cause a defect and therefore does not constitute any warranty claims of the Customer. The same applies to defects that occur due to unsuitable or improper use, incorrect assembly or commissioning of the delivered goods by the Customer, in particular in the case of unsuitable equipment, replacement materials or other unsuitable framework conditions.
7.4 The information contained in our brochures and catalogs, as well as other advertising and public advertisements such as illustrations, drawings, weights and dimensions, do not constitute a quality agreement.
7.5 The sale of used goods is made under exclusion of any warranty.
7.6 If there is a defect in a delivered good that has not been used, the Customer is only entitled to demand rectification of the goods. Subsequent delivery is excluded, as this would regularly incur disproportionate costs and the Customer does not suffer any significant disadvantages as a result of the exclusion of the subsequent delivery. At our discretion, we can also deliver a defect-free item.
7.7 If our Customer, after he has reprimanded a defect and the period set for supplementary performance has expired, does not announce which of the rights he is legally entitled to claim, we can provide the Customer a written notice period of two weeks. After an unsuccessful expiry of the deadline, the decision-making power is transferred to us.
7.8 If the subsequent performance fails or if it does not take place within a reasonable period set for us, the Customer may withdraw from the contract or reduce the purchase price. Claims for damages by the Customer due to defects of the goods exist only under clause 8 of these Terms and Conditions.
7.9 We shall only assume any expenses in connection with supplementary performance insofar as they are reasonable in individual cases, in particular in relation to the purchase price of the goods. The costs of a supplementary performance (including the expenses required for this within the meaning of § 439 Abs. 2 and 3 BGB) are in any case disproportionate in the sense of § 439 paragraph 4 BGB if they exceed one and a half times the purchase price of the defective goods.
7.10 Claims for recourse by the Customer against us under Paragraph 445a (1) of the German Civil Code (BGB) are excluded, unless we are responsible for the defect of the goods that caused the Customer's expenses to be reimbursed on our part, or the end user is a consumer. Paragraph 445a (2) BGB is excluded, unless the end user is a consumer.
7.11 The statutory inspection and complaint obligations according to § 377 HGB apply without restriction, with the proviso that the Customer must notify us of recognizable defects without delay, at the latest

within one week after delivery of the goods, whereby the timely dispatch of the written notice of defects to the deadline is sufficient. In any case, the Customer must conduct the inspection before installing the goods in another case. Initial sample approvals by our Customer do not release him from inspection and complaint obligations without restrictions.
7.12 The warranty period is twelve months, unless there is a case of Section 7.13 or malice; in these cases, the statutory warranty periods apply. The warranty period of twelve months begins on delivery ex works (Incoterms 2020) with the collection, another delivery condition is agreed with the delivery of the goods, as far as an acceptance has been agreed, with this.
7.13 If the Customer is sued by a consumer or his customer due to a defect in the delivered goods, which was claimed by a consumer as an end buyer due to a defect in the delivered goods that was already present at the time of transfer of risk, the Customer's statutory recourse claim against us remains according to §§ 478, 479 BGB, in particular, the limitation period of 5 years calculated from the delivery of the defective goods.

8. Liability
8.1 Claims for damages by the Customer, regardless of the legal reason, as well as claims for compensation for futile expenses are excluded, unless the cause of the damage is based either on an intentional or grossly negligent breach of duty or on at least negligent breach of a contractual obligation, the fulfilment of which makes the proper execution of the contract possible and on whose observance the customer has trusted and was entitled to rely and whose culpable non-performance the achievement of the endangered by the purpose of the contract (essential contractual obligation); The latter is limited to the damage foreseeable and typically occurring at the time of conclusion of the contract.
8.2 The above limitation of liability according to Section 8.1 also applies to the personal liability of our employees, representatives and officers as well as our vicarious agents.
8.3 The limitations of liability according to Section 8.1 and 8.2 shall not apply to damages resulting from injury to life, body, health or freedom, liability under the Product Liability Act or insofar as we have exceptionally assumed a guarantee.
8.4. Notwithstanding Sections 8.1 to 8.4, we are not liable for the fault of our suppliers. This also applies if we pass on their operating instructions to our Customer.

9. Limitation period
9.1 Notwithstanding § 195 BGB, the knowledge-dependent regular limitation period for Customer claims is 18 months. The beginning of which is governed by § 199 para. 1 BGB.
9.2. Notwithstanding § 199 Paragraph 3 No. 1 BGB, the regular period of limitation for Customer claims that is independent of knowledge amounts to five years beginning with the creation of the claim.
9.3 Sections 9.1 and 9.2 shall not apply in the case of an intentional or grossly negligent breach of duty or a breach of essential contractual obligations (see Section 8.1) and in the cases specified in Section 8.3. The legal deadlines apply here.

10. Enhanced and extended retention of title
10.1 We retain ownership of the delivered goods ("Reserved Goods") until full settlement of our accounts receivable against the Customer ("Secured Accounts Receivable") and the redemption of all checks and bills. Secured receivables are all present and future accounts receivable arising from the business relationship with the Customer, including any balance on current accounts.
10.2 The Customer is obliged to keep the retained goods carefully for us, to maintain them at their own expense, to repair them

and to insure them against loss and damage at their original value in the usual manner for a careful merchant and to do so immediately upon written confirmation of the insurer. The Customer hereby assigns his claims for corresponding insurance benefits in advance to us as security. We accept the assignment.
10.3 The Customer processes the reserved goods for us. If the reserved good are processed with other items that do not belong to us, we shall become co-owners of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed items at the time of processing. Processing, mixing or combination of the reserved goods with other goods is also performed for us. We acquire co-ownership of the resulting new thing according to the ratio of the invoice value of the reserved goods to the invoice value of the other goods. If the combination or mixing with a main item not belonging to us occurs, the Customer hereby assigns in advance his rights to the main item to us as a security. We accept the assignment. New items and main items in the sense of clause 10.3 are also considered reserved goods.
10.4 The Customer is entitled to dispose of the reserved goods in the ordinary course of business as long as he is not in default of payment. This does not apply if and to the extent that a prohibition of assignment with respect to the Customer's purchase price or factory wage claim has been agreed between the Customer and his Customers. The Customer is not entitled to pledges, transfer of security or other charges of the reserved goods. The Customer may not assign his accounts receivable arising from the resale of the reserved goods in order to have them collected by factoring, unless he irrevocably obliges the factor to effect the consideration directly insofar as there are secured accounts receivable.
10.5 The Customer is obliged to secure our rights in the amount of the secured accounts receivable when reselling the reserved goods, as far as this is feasible in the ordinary course of business. This can be done by the Customer making the transfer of ownership of the goods sold by him to his Customers dependent on their full payment.
10.6 If the reserved goods are sold by the Customer, he hereby assigns in advance his accounts receivable arising from the resale against his customers or third parties (including any balance accounts receivable from current account) with all security and ancillary rights, including accounts receivable arising from bills of exchange and checks amounting to secured accounts receivable to us as a security. We accept the assignment. If the reserved goods are sold with other items at a total price, the assignment is limited to the proportionate amount of the Customer's invoice for the co-sold reserved goods. If goods ≈ of which we have acquired co-ownership in accordance with clause 10.3 are sold, the assignment is limited to the part of the claim that corresponds to our co-ownership share.
10.7 The Customer may transfer goods to us in accordance with Sections 10.2 and 10.6 to recover assigned accounts receivable on his behalf on his own account, provided that we do not revoke this authorization. Our right to collect the assigned accounts receivable ourselves remains unaffected. However, we will not collect the assigned accounts receivable ourselves and will not revoke the Customer's direct debit authorization, provided that the Customer does not default on his payment obligations or his financial situation deteriorates significantly. In such a case, the Customer is obliged to provide us with all information and documents necessary for the assertion of the assigned accounts receivable.
10.8 In the event of delay or substantial deterioration of the Customer's financial situation or other minor breaches of duty by the Customer, he undertakes, subject to § 107 (2) InsO, to surrender the reserved goods.

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This obligation is independent of a withdrawal or a grace period. The Customer will allow us to enter his business premises for collection. We are entitled to resell goods taken back in the ordinary course of business and to offset the exploitation costs and our other accounts receivable against the Customer with the proceeds. The return of the reserved goods is only for the sake of security, a withdrawal from the contract is only in explicit written declaration. In assessing the remuneration of benefits in the event of withdrawal, consideration must be given to the impairment that has meanwhile occurred.

10.9 The Customer must notify us immediately of any enforcement measures by third parties in the reserved goods or in the accounts receivable assigned to us or other securities, notifying us of the information necessary for an intervention; this also applies to any other kind of impairment. If the third party is unable to reimburse us for any judicial or extrajudicial costs incurred in this connection, the Customer shall be liable for this.

10.10 We undertake to release the securities to which we are entitled in accordance with the above provisions upon request of the Customer, insofar as the value that can be realized from the securities exceeds 110% or the estimated value of the reserved goods exceeds 150% of the accounts receivable to be secured. The selection of the reserved goods to be released is our responsibility. The realizable value is the proceeds of the recovery to be achieved in a (hypothetical) insolvency of the Customer for the reserved goods at the time of our decision on the release request. The estimated value is the market price of the reserved goods at this time.

10.11 If the retention of title under foreign law of the country in which the reserved goods are located, should not be effective, the Customer must order at our request, an equivalent security. If he does not comply with this request, we can demand the immediate settlement of all outstanding invoices.

11. Compliance

11.1 Our Customer undertakes to comply with the respective legal regulations for dealing with employees, environmental protection and occupational safety and to observe the principles of the United Nations Global Compact.

11.2 We have imposed our own Code of Conduct as a binding guideline in our daily work, which incorporates the principles of our human rights strategy and contains a description of the documentation with regard to respecting human rights and protecting the environment. We will only accept a customer's supplier code of conduct if we have expressly agreed to it in individual cases.

12. Confidentiality

12.1"Confidential Information" in the sense of the following confidentiality obligation are business secrets within the meaning of Section 2 No. 1 GeschGehG, even if no appropriate protective measures within the meaning of Section 2 No.1 lit.b GeschGehG have been taken. Furthermore, all information (including data, records, documents, drawings, samples, technical components and know-how) about company bodies, employees, consultants of the Supplier or any other third party acting for it, which is disclosed within the scope of this contract and the negotiations on this contract in particular concerning our company, our upstream suppliers, our production processes, our pricing, etc., which is marked as confidential or by their nature require confidentiality. On what medium the confidential information is embodied is irrelevant; In particular, oral information is also included.

12.2 Our Customer is obliged to treat the confidential information strictly confidentially and not to disclose it to third parties or to make it accessible to third parties without

our written consent. Our Customer will take appropriate precautions to protect the confidential information, or at least the safeguards to protect sensitive information regarding his own business and take appropriate confidentiality measures within the meaning of Section 2 no.1 lit b GeschGehG.

12.3 Our Customer is not entitled to use confidential information disclosed by us for any purpose other than the purpose of the respective performance of the contract.

12.4 Obtaining trade secrets by observing, examining, reverse engineering or testing products, sample or other corresponding Confidential Information provided by us which are in the lawful possession of the customer is prohibited (reverse engineering) is prohibited. This prohibition ends as soon as the relevant product, sample or other Confidential Information has been made publicly available.

12.5 The confidentiality obligations according to Sections 12.1 and 12.2 do not apply to such information for which our Customer can prove that

- we have previously agreed in writing for the specific individual case of disclosure or use by our Customer;
- It was evident before the conclusion of this confidentiality agreement;
- our Customer has obtained it from a third party prior to the conclusion of this confidentiality agreement or has obtained it from a third party without breach of this confidentiality agreement, provided that the third party has in each case lawfully acquired the confidential information and does not infringe a confidentiality obligation that binds it; or
- our Customer is obliged to divulge the confidential information by law or in accordance with the stock exchange regulation or by an enforceable order of a competent court or competent authority.

12.6 This confidentiality agreement comes into force upon conclusion of this contract and ends five years after termination of the business relationship.

13. Data Protection

13.1 Like the Customer, we are obliged to collect and process the data collected in connection with the conclusion and performance of the contract only in accordance with the statutory provisions.

13.2 For details, please refer to our privacy policy, which the Customer can download from our website www.maximator-hydrogen.de/en.

14. Export certificate, export license, confirmation of arrival

14.1 If a Customer who is established outside the Federal Republic of Germany (external customer) or whose agent transports and transports goods or sends them to the external territory, our Customer must provide us with the export proof required for tax purposes. If this proof is not provided, the Customer must pay the VAT rate applicable to deliveries within the Federal Republic of Germany from the invoice amount.

14.2 The sale, resale and disposition of deliveries and services as well as any associated technology or documentation may be subject to German, EU, US export control law and, if applicable, the export control laws of other states. Resale to embargoed countries or to persons who use or may use the supplies and services militarily, for ABC weapons or for nuclear technology is subject to authorization. The Customer asserts that, with the placement of this order, they will abide by all relevant laws and regulations. Furthermore, they confirm that the deliveries and services will not be directed, either directly or indirectly, to countries that prohibit or restrict the import of said goods. The Customer also agrees to secure all requisite approvals for both export and import processes. 14.3 For every tax-free intra-community delivery of the goods outside Germany to another EU member state,

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our Customer is obliged under § 7a and § 17c of the VAT Implementation Order to provide us with proof of the actual arrival of the goods (confirmation of arrival). The proof is provided on a form provided by us. If this proof is not provided, our Customer has to pay the VAT rate valid for deliveries within the Federal Republic of Germany based on the previous (net) invoice amount.

15. Place of performance, jurisdiction, applicable law

15.1 Place of performance is our place of business in Nordhausen.

15.2 Exclusive jurisdiction for all disputes arising from commercial transactions with general merchants and legal persons under public law is for both parties Nordhausen (§ 38 ZPO). This also applies to bill of exchange and check processes. We can also sue our Customer in his general place of jurisdiction. For procedures exclusively assigned to the local courts, the district court of Mühlhausen is responsible.

15.3 The law of the Federal Republic of Germany applies to the exclusion of all references to other legal systems and international treaties. The United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG, "UN Vienna Convention on the International Sale of Goods") is excluded.

16. Severability clause

Should any individual provisions of these General Terms and Conditions (GTC) or of the delivery transaction be deemed invalid, whether in whole or in part, such invalidity shall not undermine the validity of the remaining provisions or other parts of said clauses. The nullified clause will be substituted with a provision that aligns, to the greatest extent possible, with the intended purpose of the original clause and remains effective.