

1. General

1.1 These terms and conditions of purchasing are part of all (including future) contracts regarding the supply of goods or the provision of services between the goods supplier or service provider (hereinafter referred to as the "Contractor") and GASCADE Gastransport GmbH or its associated companies based in Germany (hereinafter referred to as the "Customer") unless agreed otherwise in the individual contract. The Contractor's terms and conditions of business shall only be valid if the Customer agrees to them in writing and with explicit reference to the terms and conditions of business. In particular, merely referring to a letter from the Contractor which contains its terms and conditions of business or refers to such shall not constitute agreement on the part of the Customer with the validity of the Contractor's terms and conditions of business.

1.2 These terms and conditions of purchasing shall also be valid if the Customer unreservedly accepts the delivery/service in full knowledge of the existence of terms and conditions of business of the Contractor which are contrary to or at variance with these terms and conditions of purchasing.

2. Quotations

2.1 Quotations and cost estimates from the Contractor shall be provided free of charge and shall not impose any obligations on the part of the Customer.

2.2 In its quotation, the Contractor shall explicitly refer to any deviations from the Customer's requests and shall also offer the Customer solutions which are more favorable in technical or financial terms than those requested by the Customer.

3. Delivery deadline, partial deliveries/partial services

3.1 The Contractor shall ensure that it meets the agreed deadlines for deliveries and the provision of services. In the case of goods deliveries, the point at which flawless goods and the necessary shipping papers are handed over to the Customer at the location specified in the order (hereinafter referred to as the "Place of Delivery") during normal business hours shall determine whether or not the delivery deadline has been met. If a delivery with installation/service has been agreed between the Contractor and the Customer, the point at which flawless goods are handed over following proper installation/provision of service shall determine whether or not delivery has been made on time. If an acceptance procedure is required by law or agreed under the terms of the contract, the point at which the acceptance takes place shall determine whether or not the delivery deadline has been met. The Contractor may not make deliveries/provide services prematurely or make partial deliveries/provide partial services without prior consent from the Customer.

3.2 If the Contractor realizes that it cannot meet its contractual obligations in full, in part or on time, it shall inform the Customer without delay, giving details of the reasons for and the expected duration of the delay. Unreserved acceptance of a delayed (partial) delivery/(partial) service shall not constitute a waiver of rights with respect to the delayed (partial) delivery/(partial) service on the part of the Customer.

3.3 The Contractor shall be required to request in good time any documents to be provided by the Customer for the purpose of executing the order.

4. Sustainability

4.1 The Customer shall comply with the principles of sustainable development and shall observe internationally recognized basic standards for occupational safety, health and environmental protection, working and human rights and responsible company management (hereinafter referred to as "ESG Standards"). The Customer has described its understanding of the ESG Standards in the Code of conduct for suppliers (<http://www.gascade.de/index.php?id=540>). The Customer expects that the Contractor will comply with the ESG Standards. Furthermore, the Customer expects that the Contractor will exhort its subcontractors to comply with the relevant standards.

The Customer shall be entitled to check compliance with the ESG Standards either itself or by enlisting third parties to do so.

4.2 When performing the contract, the Contractor shall meet the specific requirements as regards occupational safety as well as health and environmental protection set out in the Customer's order. If applicable, the Contractor shall be issued with additional safety regulations which set out the above requirements in greater detail before work begins and shall comply with these regulations while performing the contract.

5. Quality

5.1 The Contractor shall carry out and maintain effective quality assurance measures and shall demonstrate this to the Customer upon request. If requested to do so by the Customer, the Contractor shall use a quality management system in accordance with ISO 9000 ff. or similar. The Customer shall be entitled to check this quality assurance system either itself or by enlisting third parties to do so.

5.2 Changes to the delivery or service that is the subject of the contract must be approved in writing by the Customer in advance.

6. Checks during performance

6.1 The Customer shall have the right to check performance of the contract by the Contractor. In order to do this, the Customer shall be entitled to visit the Contractor's site by prior appointment and during normal business hours and inspect key facilities and equipment used for performance of the contract. The Contractor and the Customer shall each bear the costs incurred as a result of such checks.

6.2 The contractual or legal rights of the Customer shall not be affected by such checks.

7. Use of subcontractors

In cases where a personal service has not been agreed, the Contractor shall be entitled to use third parties to fulfill its contractual obligations, unless there is an important reason not to do so, in particular if the third party cannot guarantee compliance with the Customer's HSE standards or if the third party is objectively unsuitable for providing the services on behalf of the Contractor, for example owing to a lack of specialist skills which are needed in order to provide the service. If the Contractor intends from the outset to use third parties to fulfill its contractual obligations, the Contractor shall inform the Customer of this in its quotation.

8. Shipping, packaging, passing of risk

8.1 Unless agreed otherwise, goods shall be delivered DAP (Incoterms 2010) to the Place of Delivery. Unless agreed otherwise, two copies of the delivery note, a packing slip, cleaning certificates and test certificates in accordance with the agreed specifications and other necessary documents must be enclosed along with the delivery. If known, the order number, gross and net weight, number of packages and type of packaging (disposable/reusable), completion date and Place of Delivery (unloading point) and goods recipient, and, for projects, the job number and installation details shall be given in full in all shipping documents and – in the case of packaged goods – on the outer packaging.

8.2 In the case of deliveries to third countries (imports), the shipping papers must indicate whether or not duty has been paid on the goods.

In the case of goods on which no duty has been paid, the Contractor shall present to the Customer the following customs documents:

Transit accompanying documents (e.g. T 1), freight papers, customs or commercial invoice, preference certificates such as Form A, EUR.1, A.TR., certificate of origin and, where appropriate, other documents required for customs purposes. The Contractor shall ensure that the information provided for the advance customs registration procedure is complete, correct

and is available on time to the body responsible for submitting the advance registration.

In the case of goods on which duty has been paid, proof of payment (e.g. ATC number, tax certificate number) should be given in the freight papers.

8.3 The Contractor shall be required to inform the Customer in detail and in writing regarding any approval requirements for (re)exports in accordance with the relevant national export and customs regulations as well as the export and customs regulations of the country of origin of the goods and services.

8.4 When shipping goods, the Contractor shall look after the Customer's interests with due care. The goods shall be packaged in a way which prevents transport damage. The Contractor shall be liable for damage resulting from inappropriate packaging.

If requested to do so by the Customer, the Contractor shall collect all wholesale, transport and sales packaging from the intended place of use or shall have said packaging collected by third parties.

The Contractor shall package, label and ship hazardous products in accordance with the relevant national and international regulations.

8.5 The Contractor shall bear the risk of accidental loss and accidental deterioration of the contractual goods until they are ready for unloading at the intended place of use, DAP (Incoterms 2010). If a delivery with installation/assembly/service has been agreed, the passing of risk shall take place following proper installation/assembly/provision of service and the handover.

If an acceptance procedure is required by law or agreed under the terms of the contract, the date of acceptance shall be agreed on a joint basis following a written request from the Contractor. The result of the acceptance shall be recorded in an acceptance report. The passing of risk shall not take place prior to confirmation of successful acceptance by the Customer in the acceptance report. The acceptance procedure cannot take place in any other way, in particular not on the basis of checks, expert reports, certificates or work records. The payment of invoice amounts shall not constitute acceptance.

9. Origin of goods

9.1 The Contractor shall give the non-preferential country of origin in commercial papers and, if requested to do so by the Customer, shall provide a certificate of origin verifying the origin of the goods.

9.2 The goods must meet the origin requirements of the bilateral or multilateral preference agreements or the unilateral origin requirements of the Generalized System of Preferences for beneficiary countries (GSP) if the deliveries come under these movement categories.

10. Characteristics of the delivery/service, complaints, rights in case of defects

10.1 The Contractor shall ensure that its goods and services are free from defects – in particular that they meet the agreed product and service specifications – and, beyond this, that they have the contractually guaranteed properties and features. The Contractor shall also ensure that its goods and services conform to the state of the art and – where relevant – comply with the generally recognized safety, occupational health and hygiene standards, are provided by qualified personnel and are provided in accordance with all relevant legal regulations. If machines, devices or equipment are delivered, these must meet the specific safety regulations for machines, devices and equipment in force at the time of performance and must also bear the CE mark.

10.2 The Customer shall report to the Contractor any obvious defects within fourteen (14) days of receipt of the goods at the Place of Delivery. The Customer shall report defects which do not become obvious until later within fourteen (14) days of identifying them. The date on which notification is sent to the Contractor shall determine whether or not the deadline has

been met. In this respect, the Contractor waives the right of objection on account of late complaints.

10.3 In case of defects, the Customer shall be entitled to demand subsequent performance in accordance with the legal provisions. The Customer shall be at liberty to choose the form of subsequent performance. In order to allow subsequent performance, the goods shall at the discretion of the Customer be made available to the Contractor either at the Place of Delivery or the place where the goods were when the defect was discovered. The Contractor shall bear the costs incurred as a result of subsequent performance. When providing subsequent performance, the Contractor shall take into account the Customer's business interests. If subsequent performance is not provided within a reasonable period, if it is refused, if it fails or if the setting of a deadline was unnecessary, the Customer can assert its further reaching legal rights relating to defects.

10.4 If the Contractor fails to meet its obligation to provide proper subsequent performance without rightfully refusing subsequent performance, if the Contractor seriously and conclusively refuses subsequent performance, if subsequent performance fails, if there is a risk of a loss of use or if rectification of the defect cannot be postponed for other reasons, the Customer shall be entitled to rectify the defect itself at the expense and risk of the Contractor or to have it rectified by third parties and then demand that the Contractor refund the costs incurred. The legal provisions shall otherwise apply. Further rights on the part of the Customer on the basis of liability for defects or guarantees shall remain unaffected.

10.5 Claims for defects shall expire twenty-four (24) months after the passing of risk, unless a longer legal period applies. Any waiving of claims in respect of defects on the part of the Customer shall only be effective if declared explicitly and in writing.

11. Infringement of industrial property rights

The Contractor warrants that the goods and/or service and use thereof in accordance with the contract shall not infringe patent rights, copyrights or other third party property rights. Without prejudice to legal claims, the Contractor shall release the Customer from all third party claims asserted against the Customer owing to an infringement of the above property rights. The Contractor shall pay any licensing fees and other costs incurred by the Customer in order to avoid and/or rectify infringements of property rights.

12. Contractual penalty

If a contractual penalty is agreed, the Customer may demand payment thereof until the final payment becomes due without this requiring a reservation in accordance with § 341 Section 3 of the BGB (German Civil Code).

13. Insurance

The Contractor shall maintain at its own expense adequate liability insurance covering damage for which it and its vicarious agents are responsible. The Contractor shall provide proof of the insured sum per claim if requested to do so by the Customer. The Contractor's contractual and legal liability shall remain unaffected by the scope and level of its insurance protection.

14. Invoicing, payment

14.1 The agreed prices are net prices and do not include any statutory value added tax due. Invoices for the goods and services provided which meet the relevant legal invoicing requirements in accordance with the value added tax laws of the states whose value added tax laws govern the goods/services invoiced shall be issued. If a credit note system is used, the Contractor shall provide the Customer with all data needed to satisfy the above requirements in accordance with the applicable value added tax laws.

14.2 The Contractor shall issue an invoice for each order. The invoice should contain the Customer's full order number and, if available, the Contractor's delivery note number. Evidence of

work carried out and other documentary evidence should be enclosed along with the invoice. Invoices must correspond to the details in the order as regards the description of the goods, the price, the quantity, the order of items and the item numbers. The invoice should be sent to the invoice address given in the Customer's order.

14.3 Unless agreed otherwise, payment periods shall commence at the point when invoices which meet the above requirements are received or, if the credit note system is used, on the date on which the credit note is issued. Payment shall be made subject to the goods/service being correct.

14.4 Payment shall not constitute recognition of conditions and prices and shall not affect the Customer's rights owing to defective goods/services, the Customer's rights to check the goods/services and its right to complain about an invoice for other reasons.

14.5 If the Customer pays licensing fees to foreign contractors, the Customer shall be obliged to retain withholding tax in accordance with § 50a of the Einkommensteuergesetz (German Income Tax Act). Any waiving of this requirement to retain withholding tax or a reduction of withholding tax shall only be possible if the Contractor presents a certificate of exemption in accordance with § 50d of the Einkommensteuergesetz.

15. Passing on of orders, cession, changes to company name, offsetting, retention

15.1 The Contractor may transfer the rights and obligations arising from the contract with the Customer to third parties only with prior written permission from the Customer.

15.2 The Contractor shall notify the Customer in writing of each contractual transfer made by law and of each change to its company name.

15.3 The Customer may at any time transfer the rights and obligations arising from the contract with the Contractor to a company associated with it as defined in § 15 of the Aktiengesetz (German Companies Act) without prior permission from the Contractor.

15.4 The Contractor shall only be entitled to offset undisputed claims or claims enforced by law. The Contractor shall only be entitled to a right of retention if the claim on account of which the right of retention is asserted arises from the same contractual relationship.

16. Termination, rescission

16.1 The contract may be terminated without giving notice for a good reason. A good reason shall exist in particular if:

- the Contractor significantly breaches a contractual obligation or
- the respective other contractual party's financial situation deteriorates significantly and to the extent that it jeopardizes performance of the contract or the other contractual party fails to meet its obligation to pay taxes or social security contributions or
- the purchase or use of the goods or service is or becomes completely or partially inadmissible owing to legal or official regulations.

If the Customer terminates a contract for a good reason and if it is not reasonable for the Customer to maintain other existing contracts with the Contractor for the same important reason, the Customer may also terminate other contracts which were not yet fulfilled at the time of termination in return for a proportional payment reflecting the work already carried out. In the case described above, the Contractor shall not be entitled to make further claims for compensation or payment.

16.2 If the Contractor has obtained documents, papers, plans and drawings from the Customer as part of the contract or for the purpose of its performance, it shall hand them over to the Customer without delay in the event of a termination. This shall apply accordingly in the event that the contract is rescinded.

17. Contractor's duty to clear the premises in the event that the contract ends

In the event that the contract ends – for whatever reason – the Contractor shall immediately dismantle and remove at its own expense any tools and equipment it has installed or stored on the Customer's premises for the purposes of the contract. Any waste and building rubble resulting from the Contractor's work must also be immediately removed and disposed of properly by the Contractor at its own expense. If the Contractor fails to meet these obligations, the Customer shall be entitled to set a reasonable deadline and, if the deadline passes without a satisfactory result, carry out the work itself or enlist a third party and then bill the Contractor for the costs incurred.

18. Documents, secrecy, usage rights

18.1 The Contractor shall provide the Customer with the required plans, calculations or other documents in the agreed quantities and in a timely manner so that the contractual work deadlines can be met.

18.2 The Customer inspecting the documents shall not affect the responsibilities of the Contractor.

18.3 Models, samples, drawings, data, materials and other documents which the Customer makes available to the Contractor (hereinafter referred to as "Customer Documents") shall remain the property of the Customer and shall be returned to the Customer whenever the Customer requests this. The Contractor shall have no right to retain the Customer Documents. The Contractor shall observe the Customer's copyrights in respect of the Customer Documents.

18.4 Subject to legal, judicial or official disclosure obligations, the Contractor shall keep secret all technical, scientific, commercial and other information which the Contractor obtains directly or indirectly when performing the contract, in particular the Customer Documents (hereinafter referred to as "Confidential Information"), shall not use this Confidential Information for commercial purposes, shall not make it the subject of intellectual property rights, shall not pass it on to third parties or otherwise make it accessible to third parties and shall not use it for any purpose other than performance of the contract. The above secrecy obligation shall apply for a period of two years after the contract ends.

This secrecy obligation shall not apply to information which was lawfully in the Contractor's possession when it was made available by the Customer, is rightfully known or was rightfully obtained by third parties.

Furthermore, this secrecy obligation shall not apply to information which was disclosed to persons subject to a legal obligation to maintain secrecy, and the Contractor shall not release these persons from this secrecy obligation. The Contractor shall bear the burden of proving that this exception applies.

The Contractor shall conclude suitable contractual agreements in order to ensure that its staff and vicarious agents who are affected by this secrecy agreement are likewise obliged to maintain secrecy in accordance with the provisions of these terms and conditions of purchasing. If requested to do so by the Customer, the Contractor shall demonstrate in writing that these obligations are being met.

The Contractor shall take all necessary and appropriate precautions and measures to ensure that the Confidential Information obtained is protected effectively against loss and unauthorized access at all times. This includes in particular putting in place and maintaining the appropriate and necessary systems to restrict access to rooms, containers, IT systems, data media and other information media in or on which Confidential Information can be found and issuing appropriate instructions to persons who are authorized to handle Confidential Information in accordance with this section. The Contractor shall immediately notify the Customer in writing if the Contractor has lost and/or has allowed unauthorized access to Confidential Information.

18.5 Regardless of its obligations arising from the previous Section 18.4, the Contractor must ensure that the confidentiality of economically sensitive information of which it has gained knowledge as a result of supplying goods or providing services on behalf of the Customer is maintained.

18.6 The Contractor shall grant the Customer freely transferable usage rights – without restrictions as to area, content and time – in respect of all plans, drawings, graphics, calculations and other documents relating to the contract and which the Contractor has either drawn up itself or has had drawn up by third parties (hereinafter referred to as "Work Results") in all known media formats – including electronic media, Internet and online media – and on all image, sound and data media. In particular, the Customer shall have the right to use, reproduce, distribute, modify or further develop such Work Results in full or in part or to have the above activities carried out by third parties and to grant to third parties the same comprehensive usage rights in respect of such Work Results including any temporary modifications and further developments.

The Contractor shall also grant the Customer usage rights in respect of the Work Results to the extent described above for usage types which are not yet known at the point when the order is placed; the legal provisions shall apply in this regard.

Where licenses and the results of intellectual work, in particular studies, requirement and functional specifications as well as the specific development of and modifications to software are obtained, the Customer shall also be given an exclusive, irrevocable right to use the results of work. The Contractor shall agree to the Customer granting simple usage rights in respect of the results of work to associated companies as defined in § 15 of the Aktiengesetz.

19. Retaining documents and assisting with checks

Throughout the statutory retention period – but for at least three (3) years from the point of acceptance or delivery – the Customer shall have the right during normal business hours to view all documents connected with the delivery or provision of services and to copy or duplicate these documents for its own use. The Contractor must assist the Customer in carrying out checks. If the documents contain confidential data belonging to the Contractor such as those regarding internal calculations, agreements or information about business partners and/or employees that is subject to secrecy, the Customer shall have no right to view the documents.

20. Advertising ban, severability clause, applicable law, place of jurisdiction

20.1 The Contractor may only refer to the existing business relationship with prior written permission from the Customer.

20.2 If a provision in this contract or a provision added to it at a later date is or becomes fully or partially invalid or if an omission is identified in this contract or its supplements, this shall not affect the effectiveness of the remaining provisions. The parties are familiar with the ruling of the German Federal Supreme Court according to which a severability clause merely reverses the burden of proof. However, it is the express will of the parties to maintain the effectiveness of the remaining contractual provisions under all circumstances and thus to waive § 139 of the BGB overall. Instead of the invalid provision or to rectify the omission, the parties shall agree an effective and enforceable provision which comes closest from a legal and economic point of view to what the parties wanted or would have wanted given the nature and purpose of the contract and any subsequent supplements if they had considered the point when the contract was concluded. If the invalidity of a provision is down to a measure of work or time (period or deadline) set out therein, a provision with a legally permissible measure most closely approximating the original measure shall be agreed.

20.3 The contract shall be governed by the material law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 ("CISG") and the German collision rules shall not apply.

20.4 The place of jurisdiction shall at the discretion of the Customer be the court responsible for the headquarters of the Customer or the court responsible in accordance with the applicable, general legal provisions.