

## General Conditions of Sale and Delivery of Alternoil GmbH

### §1 General - Scope of application

(1) Our deliveries are effected exclusively under the following terms and conditions. We do not recognise any terms and conditions of the customer that are contrary to or deviate from our General Terms and Conditions of Sale and Delivery, unless we have expressly agreed to their validity in writing.

(2) All agreements made between us and the customer for the purpose of executing this contract must be set out in writing in this contract.

(3) Insofar as the customer is an entrepreneur within the meaning of § 310 (1) of the German Civil Code, our terms and conditions of delivery shall also apply in the case of an ongoing business relationship to all future business with the customer, even if they are no longer referred to separately after their inclusion in the first contract.

### § 2 Prices - Terms of payment

(1) Deliveries shall be invoiced at the agreed prices.

(2) If the purchaser is an entrepreneur, we only quote the net price. The statutory VAT is therefore not included in the prices; the price quoted by us will then be increased by the statutory VAT applicable on the day of delivery.

(3) All payments are due immediately without deduction.

(4) The customer shall only be entitled to offsetting and retention rights if his/her counterclaims have been legally established, are undisputed or have been recognised by us. In addition, he/she is entitled to exercise a right of retention insofar as his/her counterclaim is based on the same contractual relationship.

(5) In the event of reduced acceptance for which the purchaser is responsible, we reserve the right to demand compensation from the purchaser for the damage caused by this - in particular any increased freight costs that may arise.

(6) The parties agree that, for the duration of the SEPA direct debit scheme agreed between them, the time limit for the prior information (notification) of a pending direct debit is reduced to one day. Notification of the direct debit is made by a note on the corresponding invoice.

(7) The purchaser confirms that the legal transactions underlying the direct debit are commercial transactions for him/her. The period for raising objections against incorrect or unauthorised payment transactions within the meaning of Section 676 b (2) of the German Civil Code shall be agreed as one month after the bank's quarterly financial statement following the debit entry. Clearing agreements by means of payments from third parties such as payment service providers, ordering parties and others are accepted by stating the customer and invoice number and, with the exception of performance surrogates, are thereby deemed to be effected within the meaning of Section 267 (1) of the German Civil Code.

### § 3 Delivery - Delivery interruptions

(1) We are entitled to make partial deliveries to a reasonable extent.

(2) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the resulting damage - including any additional expenses. Otherwise we are entitled to statutory claims.

(3) Insofar as the conditions of (2) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.

(4) The statutory provisions shall apply to expressly agreed fixed-date transactions.

(5) We shall be liable in accordance with the statutory provisions insofar as we are in default of delivery due to an intentional or grossly negligent breach of contract for which we are responsible; an intentional or grossly negligent fault of our representatives or vicarious agents shall be attributed to us. However, if the delay in delivery is not due to an intentional breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage. If the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation, our liability for damages shall also be limited to the foreseeable, typically occurring damage.

(6) Force majeure, operational disruptions through no fault of our own, strikes, lock-outs, delivery time restrictions by upstream suppliers, shortages of raw materials and energy, difficulties in procuring means of transport and traffic disruptions as well as government measures shall release us from the obligation to deliver for the duration of the disruption and the extent of its effects. In the event of a longer, unforeseeable delay in delivery or final impossibility, we are entitled to withdraw from the contract. We shall notify such disruptions without delay and reimburse any payments already made by the customer.

### § 4 Liability for defects - exclusion of warranty

(1) In commercial dealings, the rights of the customer in respect of defects presuppose that the customer has properly fulfilled his/her obligations to examine and give notice of defects in accordance with § 377 HGB.

(2) Insofar as a defect in the purchased item exists, the customer is entitled to choose between subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. However, we are entitled to refuse the type of subsequent performance requested if this would be possible at disproportionate cost. In the event of rectification of the defect, we are obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, provided that these are not increased by the fact that the object of sale was taken to a place other than the place of performance.

(3) If the subsequent performance fails, the customer can either demand cancellation of the purchase or a reduction in its cost.

(4) We shall be liable in accordance with the statutory provisions if the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. As far as we are not accused of intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

(5) We shall be liable in accordance with the statutory provisions if we culpably violate a material contractual obligation; in this case, the liability for damages shall in turn be limited to the foreseeable, typically occurring damage.

(6) Insofar as the customer is entitled to compensation for damages instead of performance, our liability is also limited within the scope of (3) to compensation for foreseeable, typically occurring damages.

(7) Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.

(8) The suitability of the containers and equipment to be filled (e.g. cleanliness, tightness, filling quantity) is the customer's responsibility.

(9) The statutory period of limitation for fault claims to companies is 12 months, calculated from the transfer of risk. For consumers, the limitation period is 24 months for new and 12 months for used purchased goods, also from the transfer of risk.

(10) The limitation period in the case of delivery recourse according to §§ 478, 479 of the German Civil Code remains unaffected.

### § 5 Joint and several liability

Any liability beyond that provided for in § 4 is excluded, regardless of the legal nature of the claim asserted. This is especially true for claims for damages

arising from culpa in contrahendo, due to other breaches of duty or due to tortious claims for compensation for material damage in accordance with § 823 of the German Civil Code.

### § 6 Retention of title

(1) We reserve the right of ownership of the object of sale until payment of the purchase price for the object of sale from the delivery contract. If the customer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the purchased item after setting a reasonable deadline. Our taking back of the object of sale shall not constitute a withdrawal from the contract.

(2) The customer is obliged to treat the purchased item with care; in particular, he/she is obliged to insure it sufficiently at his/her own expense against fire, water and theft damage at its nominal value. In particular, the customer is obliged to maintain and inspect the containers and equipment regularly.

(3) In the event of seizure or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a lawsuit in accordance with § 771 of the German Code of Civil Procedure, the customer shall be liable for the loss incurred by us.

(4) The customer is entitled to resell the purchased item in the ordinary course of business; however, he/she hereby assigns to us all claims in the amount of the final invoice amount of our claim which accrue to him/her from the resale against his/her customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. We undertake, however, not to collect the claim as long as the customer meets his/her payment obligations from the proceeds received, does not fall into arrears with payment and, in particular, no application for the opening of bankruptcy, composition or insolvency proceedings has been filed or payments have been suspended. If this is the case, however, we can demand that the customer informs us of the assigned claims and informs the debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

(5) If the object of purchase is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of purchase (final invoice amount including VAT) to the other processed objects at the time of processing. For the rest, the same shall apply to the object resulting from processing as to the object of sale delivered under reservation of title.

(6) If the item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in accordance with the provisions of (5) above. If the mixing is carried out in such a way that the object of the customer is to be regarded as the main object, it is deemed to be agreed that the customer transfers proportionate co-ownership to us.

(7) The customer also assigns to us the claims for securing our claims against him/her which arise against a third party through the connection of the purchased item with a property.

(8) We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; the choice of the securities to be released is at our discretion.

### § 7 Loaned containers and storage

(1) Loaned containers remain our property; they may only be used for the transport or storage of the goods delivered by us. If loaned containers have been made available to the customer, he/she shall bear any risk of loss or damage during the loan period, including the risk of force majeure.

(2) The customer shall empty any packaging provided to him/her without delay, at the latest within 48 hours, and return it in a clean condition to the return address free of freight and expenses; otherwise he/she shall pay the usual remuneration irrespective of any fault.

(3) The customer shall be responsible for compliance with all statutory provisions to be observed in connection with the storage of ordered goods, e.g. in accordance with the Water Resources Act, Emission Protection Act, Waste Management Act, the Ordinance on Hazardous Substances, the Ordinance on Hazardous Goods, the Ordinance on Combustible Liquids, Technical Rules on Combustible Liquids and the Ordinance on the Distribution of Substances Hazardous to Water.

### § 8 Information regarding the distance selling contract

If the customer is a consumer, he/she has the right to revoke his/her declaration of intent to conclude the contract within two weeks of receipt of the goods in the case of distance selling contracts within the scope of application of § 312 of the German Civil Code. The revocation does not have to contain any reasons and is to be declared to us in text form or by returning the goods; the timely dispatch of the goods is sufficient to meet the deadline. However, the revocation is only permissible if the goods in question have not been mixed or contaminated.

Please send revocation requests to:

Alternoil GmbH, Portlandstr. 16, 49439 Steinfeld, Germany. Fax: 05492-55766-20

### § 9 Safety briefing

(1) The customer confirms that the group of persons entitled to use LNG has received explicit safety instructions in accordance with the applicable regulations for handling the fuelling of LNG.

(2) The safety briefing shall in particular take into account compliance with the instructions on the signs posted on the facilities.

(3) In addition, the customer shall confirm that he/she has been instructed in the safety precautions before the respective fuelling operation. Only by confirmation can the fuelling process take place. The customer declares that the required safety briefing has been carried out with the criteria mentioned in Para 2.

### § 10 Place of jurisdiction / Choice of law

(1) The law of the Federal Republic of Germany applies. The UN Convention on Contracts for the International Sale of Goods does not apply.

(2) The exclusive place of jurisdiction for disputes is the court responsible for our registered office in Steinfeld for contracts with merchants, legal entities under public law or special funds under public law. However, we are also entitled to sue the customer at his/her general place of jurisdiction.

### § 11 Data protection

The data transmitted accordingly within the scope of the contractual relationship will be stored. The treatment of the data is in accordance with the provisions of the Federal Data Protection Act.

### § 12 Concluding Provisions

Should any of the above conditions be invalid, the validity of the remaining conditions shall not be affected. An ineffective condition is to be replaced by another one through systematic interpretation. The same applies to filling a regulatory gap.

10/2019

Last updated