ANNEX 1 General Terms and Conditions of Sale and Delivery

These general terms and conditions apply to offers and sales by Green Pro-cess Engineering ("Seller") of goods and/or services. These offers and sales are expressly conditional upon acceptance of these general terms and conditions. The validity of offers expires after 30 days, unless a different period is specified in the offer itself.

Unless otherwise expressly agreed in writing, any claim in any purchase order or other document of the Buyer which is not in accordance with these General Terms and Conditions shall not be accepted by the Seller. The Seller's quotation shall prevail over these General Conditions. Any accepted purchase order or other form of contract must be confirmed in writing by an authorised representative of the Seller.

"Contract" refers to the agreement of the parties as set out in a contract, purchase order or other document signed by the Seller. The Contract incorporates these General Terms and Conditions. "Plant" means the plant, equipment and other items to be supplied by the Seller under the Contract. All references to days are to calendar days.

Spare parts orders shall be deemed accepted upon acceptance of the written order confirmation by the buyer. If the order confirmation deviates from the purchaser's order, the purchaser must inform the seller in writing within one week, otherwise the information in the order confirmation and the associated spare parts quotation shall apply.

1. Scope of Supply: The scope of supply of the Seller shall be limited to the equipment and services expressly specified in the Seller's quotation. All other goods and services, including all construction work and the provision of raw materials, products, consumables (including fuel and lubricants) and supplies (including water, steam, gas, sewage and electricity) required during installation, testing and commissioning, are expressly excluded from Seller's scope of supply and are the sole responsibility of Buyer to deliver and/or perform in a timely manner at Buyer's own risk and expense.

For spare parts quotations, the final agreement shall only be concluded when the Buyer receives a written order confirmation from the Seller. If the order confirmation differs from the Buyer's order, the Buyer shall notify the Seller within one week, otherwise only the content of the specific order confirmation shall be binding and valid.

2. Execution of the Contract: The Seller may execute the Contract in accordance with its own execution plans, procedures and methods of work for the Project, unless this is contrary to any express provision of the Contract. If the Seller provides drawings or documents to the Buyer or its representatives for approval, they must be approved (with any comments) and returned to the Seller within 14 days of receipt, failing which such drawings or documents shall be deemed approved. Any documents resubmitted with only accepted changes shall be deemed approved upon submission. If subsequent changes are requested by the Buyer, they may be handled by the Seller in accordance with the following change orders.

3. Construction site services: If Site Services, including services in connection with the erection, testing or commissioning of the Plant, are included in Seller's scope of supply, Seller shall have full and unrestricted access to the Site at all times. In addition, all work not included in the Seller's scope of supply, such as plant components or work involving foundations, demolition, buildings and masonry, shall be carried out by the Buyer or its contractors so that the Seller's site work can commence immediately and without delay on the Seller's arrival at the Site and can be carried out without hindrance or delay. Otherwise, the Seller shall be entitled to appropriate compensation for its additional costs and an extension of time for performance of the Site Works under the Contract. The Buyer shall be responsible for providing all trained and qualified (semi-skilled and unskilled) labour required by the Seller for its on-site services. The Buyer shall also provide the Seller with all necessary safe and reliable equipment, including cranes and other lifting and handling equipment. A lockable dry room for the storage of tools and small machine parts will be provided free of charge to the Seller's employees. The Buyer shall provide sufficient lighting, heating of the premises if necessary, energy, fuel and materials required for testing purposes. The Buyer shall indemnify the Seller against any loss, injury or damage resulting from the acts or omissions of persons employed by the Buyer or its contractors or from unsafe conditions on site.

4. Payment: payment shall be made in the agreed currency on the due date in accordance with the agreed payment terms at the address specified by the buyer. Payment shall not be deemed to have been made until the seller has received payment. If no due date is specified in the Contract, the deposit shall be paid within 7 days and all other instalments within 21 days of the Seller's invoice date. All bank and other transaction charges shall be borne by the buyer.

The Buyer shall not omit or withhold payment if the payment terms cannot be fulfilled for reasons beyond the Seller's control, including the Buyer's failure to accept or take delivery of the equipment on the delivery date, to carry out any necessary tests or to sign or approve any documents. Invoices may also be submitted for partial deliveries. Any objections to the invoice shall be notified to the Seller in writing within five days of receipt of the invoice by the Buyer, otherwise the invoice shall be deemed accepted and released. Settlement by the buyer is not permissible. If payment is delayed without the Seller's written consent, the unpaid balance shall bear interest at the rate of 1.5% per month or the highest legal interest rate until payment is received in full. The seller may, at its own discretion, immediately suspend performance of the contract.

5. Taxes: The price and all other amounts payable to Seller shall not include any taxes, duties (including value added, sales, use, business, excise or withholding taxes), assessments or fees of any kind, and Buyer shall be responsible for all such duties, taxes, assessments and fees. If any duties, taxes, assessments or charges are imposed on the Seller by the authorities of the country in which the Equipment is installed in connection with the work carried out by the Seller under the Contract, the Buyer shall reimburse the Seller for all such amounts without deduction.

6. Incoterms / delivery: The current version of the incoterms valid at the time of the seller's offer shall apply. Risk of loss and damage to the equipment shall be governed by the agreed Incoterm. If no Incoterm is agreed, delivery shall be ex works of the manufacturer or other

places (as specified by the Seller). All transport and insurance to the place of delivery shall be for the account and risk of the Buyer. Details of packing dimensions and gross weight are approximate and not binding on the Seller. The Seller may deliver the equipment from several locations, including different countries.

Any delivery or other interim dates stated in the Contract are indicative only. The Seller shall use all reasonable endeavours to effect or complete delivery within the time specified. However, the Seller shall not be liable for any loss or damage caused by delay. The seller may therefore notify a postponement of these dates. If the buyer does not accept the delivery, the seller is entitled to arrange storage of the scope of delivery at the buyer's risk and to insure the scope of delivery. All costs and expenses incurred by the seller in this connection shall be borne by the buyer.

If it is not possible for the Seller to deliver spare parts in accordance with the specified Incoterms, unless this is due to force majeure, the Buyer shall be informed immediately in writing, stating the reason for the delay and the expected delivery date.

The seller may request the buyer to accept delivery within a reasonable period. If the request is not answered, if not due to force majeure, the seller may terminate the spare parts contract with one month's notice in writing. If a contract is terminated, the seller may claim compensation for its losses, which are limited to the purchase price plus storage costs.

7. retention of title: The scope of delivery and services shall remain the property of the seller until full payment has been made to the seller, including payment for all site work. The retention of title shall not affect the transfer of risk. Until full payment has been made, the scope of delivery and services may not be sold, pledged or otherwise encumbered without the prior written consent of the Seller.

8. Loss or damage in transit: Loss or damage in transit: If the terms of delivery require the seller to arrange for shipment and transport insurance and transport or transit damage occurs, this must be notified to the seller within 7 days of receipt of the equipment on delivery. If no loss or damage is reported within this period, the equipment shall be deemed to be in conformity with the contract and the buyer shall be obliged to accept delivery and make payment accordingly. The Seller's liability in respect of claims accepted under this clause shall be limited to the replacement or repair (at the Seller's option) of that part of the Plant which is proved to have been damaged or lost in transit to the place of delivery. The Seller expressly excludes any liability for expenses incurred by the Buyer unless agreed in writing in advance.

8a. Defects or deficiencies upon receipt of spare parts: The buyer is obliged to inspect spare parts upon receipt. In the event of visible damage or defects, the buyer must immediately send the carrier a written complaint on the delivery note. The complaint must be justified and describe the nature and extent of the damage or defect. In the case of damage or defects that are not visible, the buyer must submit this complaint in writing to the carrier within 7 days of receipt of the goods. In any case, the buyer will be informed of the claim.

9. Force Majeure: Seller shall be relieved of any obligation to the extent of delays in completion caused by acts or omissions attributable to Buyer or its subcontractors due to force majeure such as acts of war, terrorism, embargo, strikes, fires, pandemics (e.g., Covid-19), transportation delays, customs clearances, or other circumstances which are unforeseeable, severe and beyond the control of the parties and which occur after the execution of this Agreement. The Seller shall be entitled to reimbursement of justified costs and expenses incurred as a result of such circumstances and a corresponding extension of time. In the event of delays of more than three months, the Seller shall be entitled to terminate the contract. In this case, the Seller shall be entitled to all payments due and all other costs and expenses incurred in the performance of the contract and / or resulting from the termination, including the cost of goods or services ordered for which the Seller is liable to pay.

10. Warranty, condition of the goods: The parts making up the equipment and the subsequent supply of spare parts shall be free from defects in workmanship and materials for a period of 12 months from the date of first use or 18 months from the date of delivery, whichever occurs first. The Seller's warranty is conditional on the Buyer notifying the Seller of any defects found within the warranty period within 7 days of their discovery. Further, the warranty is limited to the Seller repairing or replacing (on an ex-works goodwill basis), at the Seller's option, those parts determined by an authorised representative of the Seller to be defective in material or workmanship at the time of delivery.
The Seller shall decide where the repair of a replacement part shall take place. The Seller shall bear all costs and risks relating to the transportation of the defective part and the Buyer shall follow the Seller's instructions regarding the method of transportation. If the defective part is located at a different place or under different circumstances than the original place of delivery, the buyer shall bear the resulting additional costs. The liability period shall be extended by the time during which the parts are not used due to repair.
Any process warranties must be expressly stated and identified as such in the contract. If given, warranties are subject to a tolerance of ± 5% and to Buyer's compliance with the terms of the Contract, including those set forth below. All process warranties shall be deemed to be fulfilled if the agreed acceptance tests are passed.
Buyer is responsible for all work, equipment and costs incurred or to be incurred in the removal, transportation, installation and start-up of repaired or replaced parts. Seller's warranty does not include or Buyer assumes responsibility for all defects, losses and damages arising out of or in connection with: wearing parts; use of non-original spare parts; use of unsuitable or unspecified lubricants, consumables or ancillaries; use of unsuitable raw materials or raw materials out of specification (or where the raw material characteristics are not specified in the Contract or raw materials are used which differ from samples provided by the Buyer prior to the Contract); Modifications to the Plant without the express written consent of the Seller; Corrosive or abrasive substances; Faulty maintenance or operation including failure of equipment or other work supplied by or on behalf of the Buyer; Failure by the Buyer to adequately protect the Plant from external conditions; or any other condition or circumstance which is not the fault of the Seller..

The Seller assumes no responsibility and shall not be liable for any repairs or replacements made by Buyer without Seller's prior written consent. In the case of defective computer hardware or software obtained by Seller directly or indirectly from original equipment

manufacturers, Seller's obligation is limited to the transfer to Buyer of the warranties obtained by Seller. Seller's warranties and related obligations relating to or arising out of the condition of the equipment are limited to those expressly stated in the contract. Any warranties, guarantees or representations not expressly stated in Seller's quotation, including warranties or guarantees which may be implied by law or otherwise as to the performance, process, merchantability or fitness for a particular purpose of the Equipment, are hereby excluded by Seller.

If a defect has been caused by parts of a subcontractor of the Seller or by work carried out by the Seller's subcontractors, the Seller shall not be liable to a greater extent than it is possible for the Seller to claim this damage from the subcontractor or corresponding subcontractor.

11. Factory Acceptance: If the Plant is put into operation by the Buyer prior to acceptance of the conditions of acceptance set out in the Contract, including the tests specified by the Contract, the Plant shall be deemed to be accepted and the Seller shall have no claim thereafter if the conditions of acceptance are not complied with. The Buyer shall not refuse to accept the Plant or any part thereof on the grounds of any defect or non-conformity which does not affect the safe and efficient operation of the Plant.

12. Confidentiality and IP: All drawings, specifications and other documents and information of any kind (whether disclosed orally, in writing, computer generated or otherwise) provided directly or indirectly to Buyer by Seller or any of its subcontractors or suppliers shall remain the property of Seller (or their subcontractors or vendors) and shall be used by Buyer only in connection with the operation, maintenance and repair of the Equipment and shall not be used by Buyer in connection with any other project. Such proprietary and confidential information and data shall not be shown or otherwise made available to any third party without the prior written consent of Seller. Buyer shall not permit any dismantling of Seller's equipment without Seller's prior written consent. All such proprietary and confidential information which Buyer determines must be made available to its employees shall be disclosed to its employees only for the operation, maintenance and repair of the Equipment. Ownership of any equipment, documents or other information provided or made available to the Buyer under the Contract shall remain the exclusive property of the Seller (or its subcontractors and/or vendors).
Seller shall indemnify Buyer against any damages which may be claimed against Buyer under a final judgment based on a claim that Seller's design of the Equipment infringes a patent claim against a third party, provided that Seller shall have no such obligation if (a) the claim is based on (i) the connection or combination of the Equipment with equipment or software not supplied by Seller; (ii) specifications, including designs and instructions, prepared by Buyer or by third parties on its behalf; (iii) modification of the Equipment is made without the prior written consent of Seller; (iv) patents are granted after the date of this Agreement or patents are granted outside the country in which the Equipment is installed; (v) patents granted after the date of this Contract or patents granted outside the country in which the Equipment is installed; (b) the Buyer fails to notify the Seller within 10 days of becoming aware of any claim or action for infringement or to provide the Seller with all documents and other information under its control in connection with such claim or action; or or (c) the Buyer does not give the Seller exclusive control of the defence and settlement of a claim, including the right to make modifications to the plant or to substitute a non-infringing part for any part, or otherwise settle, enjoin or compromise any claim without the Seller's written consent.

The Buyer shall indemnify the Seller against all claims and actions for infringement of patents by a third party based on or relating to the Buyer's products, the Buyer's specifications or the processes used by the Buyer. The express provisions of these terms and conditions state the Seller's exclusive liability for any claim or action for infringement of proprietary rights.
The Seller reserves the right to make changes to its own designed products without prior notice, provided that this can be done without materially altering the agreed technical specification and without materially altering the form, function or durability of the products.

13. Remedies and limitations:
13.1 Termination. Either Party may terminate this Agreement by written notice to the other Party if: (a) the other Party fails to pay any monetary obligation owed under this Agreement within 30 days after written notice of such failure; (b) the other Party fails to perform a material obligation under the Agreement (other than a payment obligation) and has failed to take steps (c) the other party becomes insolvent, bankrupt or otherwise unable to pay its invoices as and when they fall due. The Seller may suspend performance in the event of late or partial payment by giving 5 days' written notice.

13.2 Exclusive Remedies. The Buyer's exclusive rights and remedies against the Seller under or in connection with the Contract are expressly set out in the Contract. In addition, the following limitations apply regardless of the theory or act upon which the Buyer's claim or action may be based, including contract, negligence or other tort, strict liability, indemnity, warranty or otherwise.

13.3 No consequential damages. In no event shall Seller be liable for loss of revenue or profits. Loss of opportunity, production or contracts; loss or damage to raw materials or products; plant downtime or delays; penalties; recall costs; or for consequential, special, punitive, exemplary, indirect or incidental loss or damage caused by the seller.

13.4 Maximum Liability. Except for personal injury caused by the Seller's wilful misconduct or gross negligence, the Seller's total liability to the Buyer under or in connection with the Contract shall in no event exceed the payments received from the Buyer under the Contract or 5% of the Contract Price, whichever is less.

13.5 Claim Period / Mitigation. Claims cannot be made more than 30 days after the expiry of the warranty period, after which all claims are waived. Buyer and seller are obliged to mitigate damages based on injury, compensation or other theory.

14. Insurance: Buyer shall purchase comprehensive insurance covering Buyer's Work and Project from the date of delivery of the Equipment until the expiration of the Warranty Period. Buyer's insurance shall include a waiver of subrogation against Seller and its subcontractors and shall provide Seller with 20 days prior written notice in the event of termination or cancellation.

15. Directives / Approvals: The equipment supplied by Seller shall comply with the guidelines, laws, regulations, ordinances, codes and standards (if any) expressly stated in Seller's quotation and effective as of the date of Seller's quotation. If no such requirements are

specified, Seller shall design the Equipment in accordance with generally accepted international design and engineering practices within the same industry. If after the date hereof certain policies, laws, rules, regulations, codes or standards are changed or enacted, or new or differing interpretations exist, which require modification of the Equipment or otherwise affect Seller's obligations or indemnification under this Contract, an equitable adjustment shall be made to the Contract Price, delivery date, payment terms and other provisions of the Contract (which shall be agreed in writing prior to Seller's obligation to make the change). The Buyer shall be responsible for all permits, approvals and licences in connection with the possession, erection, testing, commissioning, operation and maintenance of the Equipment and for the certification of the Equipment.

16. Buyer's Safety Requirements: Buyer shall use, train and require its employees to use all safety devices, guards and proper safety, operating and maintenance procedures required by all applicable directives, laws, rules, regulations, codes and standards and contained in the operation and maintenance manuals and bulletins provided by Seller. The Buyer shall not remove or alter any safety devices, guards or warning signs. If the Buyer fails to comply strictly with any of the obligations set out in the preceding two sentences in relation to any of the Seller's Works, the Buyer shall indemnify the Seller against any loss, injury or damage arising as a result of any injury, damage or loss directly or indirectly related to the operation of the Plant as a result of such failure.

17. Change orders: Buyer or Seller may propose changes in Seller's scope of supply and services. In the case of a proposed change order, the Seller shall inform the Buyer how the proposed change order can be executed and what changes to the contract (including contract price, schedules, etc.) are required. If the Buyer wishes to proceed with the proposed Change Order, the parties shall agree on the necessary amendments to this Contract in a document duly signed by both parties. Seller shall not be obligated to execute any proposed Change Order until a written Change Order has been signed by the parties. If the Buyer wishes to proceed with the proposed changes, the Seller shall be entitled to charge for the additional costs and to extend the time in accordance with the resulting delay. Unless otherwise agreed, all costs incurred by the Seller's personnel in preparing and executing a change order shall be charged to the Buyer in accordance with the Seller's prevailing rates.

18. Governing Law and Disputes: This Agreement shall be governed by and construed in accordance with the laws of Germany, without giving effect to its conflict of laws provisions. All controversies arising out of or relating to the validity and substance of this Agreement shall be submitted to the ordinary civil and commercial courts of the City of Hamburg, any other jurisdiction being expressly conferred also on the Federal State. The language of the arbitration and the documentation shall be English.

19. Sonstiges: If any provision of the Contract is found to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected thereby and the parties shall agree on substitute provisions which achieve the same economic effect as closely as possible. Captions are for convenience only. The Contract contains the entire and exclusive agreements between the Seller and the Buyer relating to the subject matter of the Contract. Statements made by the Seller in product information and price lists are only binding if this is

expressly stated in the Contract. The Contract may not be assigned by the Buyer without the prior written consent of the Seller.