

Terms and Conditions for Products and Services Provided by InfraLeuna GmbH ("InfraLeuna")

1. General provisions, scope of application

- 1.1 These Terms and Conditions (the "Terms") exclusively govern the provision of products and services by InfraLeuna to merchants ("Unternehmer") within the meaning of German Civil Code ("BGB") § 14, § 310(1). The Terms apply to all future business relationships as well even if the parties do not expressly agree to be bound by them each time.

Any terms inconsistent with these Terms, including, without limitation, the customer's terms and conditions of business (including internal and/or supplier codes of conduct) shall not apply even if InfraLeuna does not object to them separately. InfraLeuna's silence regarding the customer's terms and conditions shall in no way be construed as consent. The provision of products and services by InfraLeuna does not constitute tacit acceptance of the customer's terms and conditions.

InfraLeuna hereby objects to any counter-confirmations by the customer that make reference to the customer's own terms and conditions.

- 1.2 The Terms are deemed unconditionally accepted when the customer takes delivery of the product or service or expressly agrees to the Terms in writing, whichever comes first.
- 1.3 Certain products and services may be subject to special terms and conditions of InfraLeuna or special terms of service or delivery that amend or modify these Terms.

2. Offer and formation of contract

- 2.1 Unless expressly stated otherwise in the offer, all offers made by InfraLeuna are non-binding and subject to product and service availability. Offers identified as firm must be accepted with all reasonable dispatch, but no later than by the stated offer deadline. Minor differences between offered and contracted products/services are allowed as long as they do not significantly impair the contractual use and purpose; the customer may not rescind the contract or claim damages on account of such differences.
- 2.2 InfraLeuna provides products and services on the basis of matching offer and acceptance declarations (the contract). Offer and acceptance declarations must be made in written form and duly signed unless expressly agreed otherwise in writing. Written declarations can be submitted by fax.
- 2.3 Other unilateral declarations regarding the contractual relationship, such as notices of termination, must also be made in written form and duly signed unless expressly agreed otherwise in writing.

3. Prices, taxes and duties

- 3.1 All prices are quoted before tax in EURO (€) and subject to change unless expressly agreed otherwise in the offer. The prices cited in InfraLeuna's order confirmation shall control.
- 3.2 Prices are based on the laws and environmental protection requirements in effect as of the binding agreement date. InfraLeuna and the customer will negotiate an adjustment in prices if new or modified laws, regulations or conditions increase InfraLeuna's costs for providing its products and/or services.
- 3.3 In addition to the prices, the customer must also pay value-added tax at the applicable rate as well as any other taxes, levies, duties, charges, surcharges, payments, etc. levied on the product or service by force of law, regulation, rule or otherwise.
- 3.4 If energy taxes, CO₂ taxes or other duties or charges of any kind are imposed in the future on the procurement, transmission, distribution or passage of energy, water or other products and services in excess of the current level required by law, they will be additionally charged in the prescribed manner and - unless expressly agreed otherwise - must be paid by the customer to InfraLeuna. Conversely, InfraLeuna will pass on to the customer a reduction or elimination of any such taxes or charges.

4. Delivery deadlines and periods of performance

- 4.1 The delivery deadline and period of performance must be defined in the contract. BGB § 271 applies in all other regards.

- 4.2 If InfraLeuna misses an agreed-upon product or service delivery deadline or fails to meet any other contractual obligation on time, the customer must fix an additional reasonable period for InfraLeuna to perform its obligations. The customer may rescind the contract if the product or service is not provided by the end of this additional period and the customer previously demanded that InfraLeuna provide the product or service, fixed another additional reasonable period for doing so, and expressly notified InfraLeuna in advance that it would rescind the contract if InfraLeuna failed to perform by the end of this second additional period. The customer must, within a reasonable period of receiving a request from InfraLeuna, state whether it is rescinding the contract due to the delay and/or claiming damages in lieu of the product/service or insisting on receiving the product / service.

- 4.3 The customer must timely perform any cooperation obligations incumbent on the customer that are necessary for the on-time provision of the product or service.

- 4.4 InfraLeuna may demand payment of the damages it incurs when the customer defaults on its obligation to accept a product or service in a timely manner; the risk of accidental deterioration passes to the customer as soon as it defaults on said obligation.

5. Payments/payment terms

- 5.1 Accounts shall be settled on the basis of the quantities, dimensions and weights determined and checked by InfraLeuna. Objections to invoices on grounds of inaccuracy must be raised in a suitable form as soon as reasonably possible after determining the invoice is inaccurate. Objections do not entitle customers to delay or refuse payment.
- 5.2 Payments must be made without discounts within 14 days of the invoice date absent a written agreement that sets another payment deadline.
- 5.3 InfraLeuna is entitled to apply payments to the customer's older debts first and will notify the customer of how it applied the payments. If costs and interest have been incurred, InfraLeuna may apply the payment to costs first, then to interest, and finally to the main debt.

6. Default in payment, default interest, advance payment

- 6.1 If the customer defaults on its payment obligations, it must pay default interest at the rate provided for by law (BGB § 247(1), § 288(2)).
- 6.2 If the customer defaults on its payment obligations and remains in default despite receiving two reminders, InfraLeuna may stop providing the products or services after giving due notice.
- 6.3 InfraLeuna may, without affecting its other rights, require advance payment on pending deliveries of products and services and demand immediate payment of all amounts outstanding from the business relationship in cases of payment default or reasonable doubt as to the customer's solvency or creditworthiness. InfraLeuna's obligations to provide products and services are suspended for as long as the customer is in default on a past-due payment.

7. Assignment, set-off

- 7.1 The customer assigns to InfraLeuna its own receivables up to the amount that it owes to InfraLeuna until it has fully paid all amounts owed under the existing contractual relationship. The customer remains authorized to collect the receivables even after assigning them to InfraLeuna. This does not affect InfraLeuna's authority to collect the receivables itself. However, InfraLeuna agrees to refrain from collecting the receivables as long as the customer meets its own payment obligations to InfraLeuna. If this is not the case, InfraLeuna may require the customer to disclose the assigned receivables and associated debtors to InfraLeuna, provide InfraLeuna with all information required to collect the receivables, hand over related documents and notify the debtors (third parties) of the assignment.
- 7.2 The customer only has set-off and retention rights for counterclaims that are undisputed, acknowledged by InfraLeuna or upheld by final and absolute judgment. Moreover, the customer may only exercise set-off and retention

rights to the extent that its counterclaim is based on the same contractual relationship.

8. Claims for defects

- 8.1 The customer may assert claims for defects if and only if it has properly discharged its obligations to inspect products or services and give notice of defects, e.g. pursuant to German Commercial Code ("HGB") § 377. The customer must notify InfraLeuna immediately in writing if it discovers defects. The customer will lose its warranty rights if it fails to give notice of defects with all reasonable dispatch.
- 8.2 InfraLeuna is required to repair or replace any product or service containing a defect attributable to InfraLeuna. If InfraLeuna is unable to repair or replace the product or service or if two repair attempts fail, the customer may at its option rescind the contract or demand a reasonable reduction in price.
- 8.3 The duty to remedy defects lapses if the customer or a third party remedies or attempts to remedy the defect itself without consulting InfraLeuna. The assertion of warranty claims has no impact on payment obligations or deadlines.

9. Force majeure

Any force majeure event or other event that renders the performance of the parties' contractual obligations impossible and could not have been foreseen or avoided with fair and reasonable effort and expense will cause the obligations to be suspended for the duration of said event, plus the time required to rectify the consequences of the event. The affected party must immediately notify the other party if a force majeure event or unforeseeable and unavoidable event occurs and do everything in its power to resume performance of its contractual obligations as soon as possible. Neither party may claim damages from the other party for force majeure events or unforeseeable and unavoidable events.

10. Liability

- 10.1 InfraLeuna has unlimited liability for willful misconduct and gross negligence, and for any type of negligence resulting in injury to life, limb or health. InfraLeuna is also strictly liable where required by law (including, without limitation, the German Product Liability Act ("ProdHaftG")).
- 10.2 InfraLeuna's liability for all other culpable violations (slight negligence) of material contractual obligations (obligations whose satisfaction is essential to the proper performance of the contract and upon whose satisfaction the contracting party may consistently rely) is limited in amount to the typical and foreseeable damages for the contract, regardless of legal grounds.
- 10.3 InfraLeuna is not liable for slightly negligent violations of other contractual obligations that are not material contractual obligations.
- 10.4 The above liability provisions also apply to InfraLeuna's employees and agents.

11. Limitation period

The limitation period for rights and remedies against InfraLeuna GmbH expires after one year. This does not apply to willful breaches of duty or claims brought by the customer for defects in accordance with BGB § 438(1) no. 2 and § 634a(1) no. 2.

12. Transferability of contractual rights and obligations

InfraLeuna may transfer some or all of the rights and obligations arising hereunder to third parties with the customer's consent. The customer hereby consents in advance to the transfer on the condition that the third parties are able to perform the contractual obligations by reason of their experience and competence. Competent third parties within the meaning of this provision include, but are not limited to, InfraLeuna's subsidiaries. InfraLeuna is absolved of its obligations after and to the extent it transfers the contractual rights and obligations. InfraLeuna agrees to notify the customer of the transfer.

13. Termination

Contracts of indefinite duration may be terminated for convenience as of the end of a calendar year on 3 months' prior notice, unless expressly agreed otherwise. This does not affect the right to terminate contracts for default.

14. Data protection / confidentiality

- 14.1 InfraLeuna will handle data received in the conduct of the business relationship in accordance with the German Federal Data Protection Act ("BDSG").
- 14.2 The customer must treat confidentially any and all quotations, proposals, offers, cost estimates, contracts and other information in connection with its contractual relationship with InfraLeuna.

15. Miscellaneous provisions

- 15.1 All legal acts and relationships between InfraLeuna and the customer shall be governed by and construed in accordance with the laws of Germany and no other jurisdiction. The application of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 is hereby expressly excluded.
- 15.2 The invalidity of one or more provisions of these Terms shall not affect the validity of the remaining provisions. The parties will make an agreement to replace the invalid provision or invalid part of the provision with such legally valid provision as most closely approximates the intent of the invalid provision.
- 15.3 The place of jurisdiction for merchants for all present and future disputes under and in connection with this business relationship is Merseburg. The place of jurisdiction for consumers is the place set out by law.

June 2016