

General Terms and Conditions of Sale of sonnen GmbH in B2B. Status December 2023

1. Scope of application

1.1 The following Terms and Conditions of Sale (hereinafter referred to as „Terms and Conditions“) of sonnen GmbH (hereinafter referred to as „sonnen“) apply to all business transactions between sonnen and the contractual partner (hereinafter referred to as „Customer“), even if they are not expressly agreed upon again.

1.2 All offers of sonnen shall be exclusively submitted under the Terms and Conditions specified below; all agreements shall be exclusively concluded based on these Terms and Conditions.

1.3 Any conflicting or deviating terms and conditions of the Customer shall not be recognised by sonnen, unless sonnen has explicitly agreed to their applicability in writing.

1.4 These Terms and Conditions shall also apply if sonnen executes delivery to the Customer without any reservation despite being aware of any terms and conditions of the Customer that conflict with or deviate from these Terms and Conditions.

1.5 Any offers of sonnen based on these Terms and Conditions shall be deemed to be exclusively addressed to entrepreneurs in accordance with § 14 Abs. 1 of the Civil German Code (BGB) and commercial resellers, but not to any consumers.

2. Conclusion and Scope of Agreements

2.1 Any offers of sonnen shall be subject to change and non-binding. This shall also apply, in particular, to any offers in prospectuses, advertisements and other advertising materials. Any technical modifications, as well as any modifications in terms of form, colour, material, weight or the like shall remain reserved within the scope of technical progress and within reasonable bounds. Mere catalogue details or any details on websites shall be non-binding and shall be no longer current, where appropriate, within this meaning.

2.2 Any profitability calculations retrievable on websites of sonnen, illustrated in prospectuses and other documents of sonnen, as well as enabled by means of a software made available by sonnen as the case may be, shall exclusively serve as an orientation on the potential profitability of a battery storage system. They shall not provide any security with regard to the profitability a storage system effectively can achieve, in particular, shall not constitute any assurance on the part of sonnen. sonnen explicitly points out that the legal framework conditions as well as, for instance, the ongoing operating costs, own consumption and similar variables may change at any time. The Customer shall be deemed to be aware of this and shall enquire about the current data as well as inform advise and inform its end customers about this fact.

2.3 Any order placed by the Customer, whether by electronic means, in text form or in writing, shall be a binding offer towards sonnen for the conclusion of a purchase agreement for the respective product.

2.4 sonnen shall be entitled to accept the offer implied in the order within 2 (two) weeks. Any acceptance shall be deemed equivalent to invoicing within this time limit.

2.5 Any offers of sonnen on websites shall not constitute any binding contractual offers. They shall be merely deemed to be an invitation to the Customer to submit an offer for the respective product towards sonnen.

2.6 Acceptance of the order by sonnen shall be effected subject to technical feasibility as well as to self-delivery by the component supplier. The Customer shall be immediately informed of the non-availability of any products. Any advance payments already effected shall be reimbursed by sonnen.

2.7 The subject matter of the agreement shall be the products and services specified in the order confirmation. Delivery of specific makes of any components used to manufacture a product shall not be expressly assured. Selection of the individual components of products shall be the exclusive responsibility of sonnen.

2.8 sonnen is entitled to transfer parts or the entire order to third parties or to commission third parties with the execution. The Customer's consent is not required for this.

3. Delivered Documents, Industrial Property Rights

3.1 sonnen shall remain the owner of all copyrights and exploitation rights to the plans, design drawings, presentations and all illustrations, drawings, records, construction plans and circuit diagrams and other documents, whether in written or electronic form, provided to the Customer in the course of the performance of the order and produced by sonnen. This includes marketing documents provided by sonnen.

3.2 Documents provided may not be made accessible to third parties or utilized by the Customer without sonnen's consent. The marketing documents provided must be used in the latest version and in accordance with sonnen's CI specifications. At sonnen's request, they must be returned with the assurance that no copies have been made.

3.3 If sonnen makes advertising images and/or other materials available for download on its online portals, these may only be used for the purpose of advertising sonnen products and the services offered by the companies of the sonnen Group. When an image is used by a sales or service partner, the copyright of sonnen GmbH must always be clearly indicated by adding „© by sonnen GmbH“: sonnen GmbH is free to revoke the use of an image at any time and without giving reasons.

3.4 The Customer shall be liable for any use of the information and documents in his possession that is contrary to these terms and conditions.

4. Prices, terms of payment, cancellation fees

4.1 Prices are subject to change and are net prices in euros. The prices are EXW according to Incoterms 2010, excluding packaging and transportation. These will be invoiced separately. The statutory value added tax will be shown separately on the day of invoicing at the then applicable rate.

4.2 sonnen is entitled to adjust the prices in accordance with cost increases occurring between the order and the delivery.

4.3 Payments must be made within 14 days of receipt of the invoice. sonnen will invoice the Customer for the expected total price as an advance payment with the order confirmation. Debt-discharging payment must be made exclusively to the account specified in the invoice.

4.4 If the performance of the product or the model type specified in the order confirmation subsequently changes at the Customer's request, sonnen shall offer additional services separately.

4.5 The statutory provisions regarding the consequences of late payment shall apply.

4.6 The Customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognized by sonnen. The Customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

4.7 sonnen shall be entitled to credit any payments against any earlier receivables from the Customer from the ongoing business relationship in the first place despite any terms and conditions of the Customer to the contrary. If any costs and interest have already been incurred by default, sonnen shall be entitled to first credit any payments against the costs, then against the interest and finally against the principal receivable.

4.8 In case of any foreign orders, any cash payments in Euro shall be effected to the paying agent specified. Any costs debiting the paying agent of sonnen shall be reimbursed by the Customer.

4.9 To the extent that the Customer cancels any order already placed, but orders any other version of the contractual products at the same time, a rescheduling fee in the amount of 1.5% of the net amount of the cancelled transaction shall become due as a contractual penalty in this respect.

4.10 To the extent that the Customer cancels any order already placed without placing a new order for any other contractual product at the same time, a cancellation fee in the amount of 2.5 % of the net amount of the cancelled transaction shall become due as a con-

tractual penalty in this respect.

4.11 To the extent that the Customer cancels any order, for which an advance payment has already been effected and/or which is already in the production planning and/or manufacturing phase, a cancellation fee in the amount of 5% of the cancelled net order value shall become due as a contractual penalty in this respect.

In the cases of clauses 4.9-4.11, sonnen explicitly reserves the right to assert any more extensive damage or loss, where appropriate.

5. Delivery Time

5.1 The delivery dates specified in the order shall be non-binding as anticipated delivery dates.

5.2 Adherence to any "binding delivery dates" confirmed in writing shall be subject to the proviso that self-delivery be effected by component suppliers free from defects and in good time.

5.3 Any binding delivery deadlines and dates confirmed in writing must be adhered to, provided that the goods have left the warehouse of sonnen until their expiry or, to the extent that the goods cannot be dispatched in good time through no fault of sonnen's own, readiness for dispatch is communicated.

5.4 The start of the delivery period indicated by sonnen shall be subject to timely and proper fulfilment of the Customer's obligations from the entire business relationship in any case, in particular receipt of payment and timely fulfilment of all acts of cooperation owed. The right to plead non-fulfilment of the agreement shall remain reserved.

5.5 sonnen shall be entitled to carry out partial deliveries.

5.6 If sonnen is prevented from fulfilling its obligations due to force majeure despite using reasonable diligence and care, in particular by the occurrence of any unforeseeable, extraordinary circumstances, including, but not limited to, war, civil commotion, seizure, difficulties in the supply of energy, strike or lockout, breakdowns, a pandemic declared by the WHO, or any other circumstances, which are not attributable to sonnen and can be remedied only with unreasonable efforts, even if they occur on the premises of suppliers and sub suppliers, the delivery deadline shall be extended by a reasonable amount of time. If sonnen becomes unable to perform delivery and service in these cases, sonnen shall be exempted from its obligations to perform.

5.7 If the Customer enters in default of acceptance or culpably violates any other obligations to cooperate, sonnen shall be entitled to demand compensation for any damage or loss incurred by it in this regard, including any potential additional expenditures. Any farther-reaching claims and rights shall remain reserved.

5.8 sonnen shall be liable in acc. with the statutory provisions to the extent that the default in delivery is due to a wilful and grossly neg-

ligent breach of agreement attributable to sonnen. Any fault on the part of its representatives or auxiliary agents shall be attributed to sonnen. To the extent that the default in delivery is based on a negligent breach of agreement attributable to sonnen, liability for compensation for damages shall be limited to the foreseeable, typically occurring damage or loss.

5.9 sonnen shall also be liable in acc. with the statutory provisions to the extent that the default in delivery attributable to sonnen is based on the culpable violation of an essential contractual obligation. In this case, however, liability for compensation for damages shall be limited to the foreseeable, typically occurring damage or loss.

5.10 The liability of sonnen in any case of default in delivery within the framework of a lump-sum compensation for default shall be limited to 0.5% of the delivery value in arrears for every completed week of default, not exceeding, however, a maximum of 5% of the delivery value in arrears.

6. Shipment, Passing of Risk

6.1 Unless otherwise provided for in the order confirmation, delivery EXW (Incoterms 2010) shall be agreed. Taking out of any transport insurance shall be the Customer's responsibility.

6.2 sonnen shall be free to choose the shipping method and type of packing. The packaging costs shall be separately charged by sonnen to the Customer. Any packaging materials shall be disposed of by the Customer.

6.3 The Customer shall inspect the delivery for any visible damage or loss upon takeover from the shipping agent. Any visible damage or loss shall be noted in writing in the shipping handover report. sonnen shall be immediately notified of any identified damage or loss.

6.4 If shipment or acceptance is delayed or rendered impossible due to any circumstance attributable to the Customer through no fault of sonnen's own, the risk shall pass over to the Customer upon submitting of the notification of provision. The Customer shall be liable for any damage or loss and all additional costs incurred or to be incurred in the future.

7. Storage

7.1 If storage of any sonnenBatterie becomes necessary, the person responsible for such storage shall ensure that the battery modules cannot be damaged by any deep discharge in this respect. 'Storage' shall mean the condition in which battery modules, whether built into a sonnenBatterie or stored separately, do not have any mains connection, making it thus impossible for the battery modules to be recharged automatically. Warehousing shall be effected by staff qualified for this purpose.

7.2 In terms of storage, it must be distinguished whether this relates to battery modules built into versions of the sonnenBatterie up to or into versions of the sonnenBatterie after version eco5.

7.3 Battery Modules after sonnenBatterie version eco5

7.3.1 The battery modules must have a state of charge of at least 30% upon warehousing. They may be stored for a maximum period of 6 (six) months. These battery modules must be built into a storage system and the storage system must be put into operation after 6 (six) months at the latest. The fuse plug must not be plugged into any module during the storage period.

7.3.2 The ambient temperature during storage must be between 0 °C and 40 °C. The humidity must not exceed 90 %. The permissible installation altitude is 2,000 m above sea level.

7.4 Storage of battery modules up to and including the version sonnenBatterie eco5

7.4.1 sonnenBatteries up to and including the version eco5 are delivered with a battery level of 60 %. Are the battery modules, as for the condition of delivery customary, unpaired and is the 300 A fuse removed, the battery module will only be discharged to a minimal beyond self-drain.

7.4.2 During the storage of the sonnenBatterie the status of the battery modules shall be checked within the intervals as defined by sonnen or the manufacturer of the modules in accordance with the manual attached, recharged and a test protocol has to be kept. If a test protocol can't be presented towards sonnen or the manufacturer, potential warranty claims are not ensured in case of a damage.

7.4.3 Procedure for Reviewing and Charging

7.4.3.1 The measurement and documentation of all voltage has to be done with a multimeter at an interval of not more than 6 (six) weeks. The complete protocol has to be sent to service@sonnen.de.

7.4.3.2 At the longest 3 (three) months after the last full battery load the battery modules have to be properly paired and taken into operation. The sonnenBatterie has to be connected to the power grid and the internet for at least 3 (three) hours. A full battery load has to be done. Caution: The full battery load is only completed if there's no loading activity displayed anymore. The readout "100 %" is not sufficient to check whether loading has been completed!

7.4.3.3 If the sonnenBatterie cannot stay connected permanently to the power grid after completion of a full battery load and successful review of its functions, it has to be properly decommissioned. The battery cells have to get unpaired and the 300 A fuse has to be removed.

7.5 Please make sure to strictly observe the respective operating instructions and start-up notes delivered with the sonnenBatterie in

relation to the storage of the systems. Apart from that, sonnen has issued a handout on the transport and storage of sonnenBatteries. This handout can be requested via e-mail sent to info@sonnen.de. The Customer as well has to constantly inform itself about the information released by sonnen on this.

8. Further Services of sonnen

To the extent that sonnen renders any services or work for the Customer in acc. with the order confirmation, the Customer shall perform the respective acts of cooperation required to execute the services both properly and in due time.

9. Creditworthiness

9.1 The Customer's creditworthiness shall be a prerequisite for any delivery obligation of sonnen. In the event that, following conclusion of the agreement, sonnen is provided with any information, according to which granting of any credit in the amount of the order volume is not secured, sonnen shall be entitled to demand advance payments, provision of collateral securities or cash payment despite any arrangements to the contrary.

9.2 In any case of negative creditworthiness information making fulfilment of the contractual obligations of the Customer appear questionable, sonnen shall be entitled to terminate any existing agreements for good cause. The damage or loss incurred by sonnen as a result hereof shall be borne by the Customer. This shall also apply, in particular, if compulsory enforcement measures have been implemented against the Customer's assets, any application for insolvency proceedings has been filed, any such proceedings have been initiated or else such initiation has been rejected for lack of assets.

9.3 sonnen shall be further entitled to terminate the contractual relationship without notice to the extent that the Customer is in default with any of its obligations from the contractual relationships binding the parties and this situation is not remedied within the time limit set despite having been reminded to do so.

10. Claims for Defects, Liability, Recourse

10.1 The Customer's defect-related rights shall imply that it has properly met the obligations of inspection and notification of defects owed by it in acc. with Section 377 German Commercial Code [Handelsgesetzbuch – HGB] and has notified sonnen of any identified defects without undue delay.

10.2 Any modifications in the execution of the services, as well as any modifications serving technical progress shall not constitute defects.

10.3 In the event that any operating and maintenance notes are not adhered to, any modifications are made to the products, any parts are processed or replaced by the Customer or by any non-authorised and non-certified third parties, or if the Customer or any non-

authorised and non-certified third party performs any other services to the products, the claims for removal of defects shall be omitted to the extent that the defect has been caused as a result hereof. The same shall also apply to any defects caused by excessive use or incorrect handling by way of derogation from the product details.

10.4 If any defect exists, removal of defects or replacement delivery shall be performed at the option of sonnen. In the case of removal of defects, sonnen shall bear the costs for spare parts and employees' wages.

10.5 If required by sonnen Customer has to send back defective products and components to sonnen in accordance with the respective instructions of sonnen. For a proper acceptance of returned products by sonnen it is essential that the Customer will use the procedure specified by sonnen, incl. usage of the submitted return labels, and that the products and components are properly labelled. Insofar as the acceptance of returned products by sonnen is not at all possible or complicated due to a labelling of the products by Customer not in accordance with the provisions of sonnen, Customer will have sole liability. This includes as well costs for an increased processing time as the potential loss of returned products in the warehouse of sonnen for lack of allocation.

10.6 If sonnen fails to carry out subsequent performance within a reasonable time limit allowing at least 2 (two) attempts of subsequent improvement, the Customer shall be entitled to set sonnen a reasonable last grace period allowing at least 2 (two) more attempts at subsequent improvement. If subsequent improvement is not successful within this last grace period either, the Customer shall be entitled, at its option, to reduce the remuneration or to withdraw from the agreement.

10.7 Any liability for defects shall be omitted if the Customer has not provided sonnen with the opportunity to perform subsequent improvement or replacement delivery within a reasonable time limit.

10.8 sonnen shall be liable in acc. with the statutory provisions to the extent that it culpably violates any essential contractual obligation. In case of slight negligence violations of non-essential contractual obligations, any liability shall be excluded.

10.9 To the extent that the Customer is entitled to any claim for compensation for the damage or loss instead of performance, the liability of sonnen shall, as a matter of principle, be limited to compensation for the foreseeable, typically occurring damage or loss.

10.10 Liability for any violation of life, body or health shall remain unaffected by the aforementioned limitation of liability. This shall also apply to the mandatory liability in acc. with the German Product Liability Act as well as to liability for malicious concealment of any defect or liability based on the assumption of any guarantee.

10.11 The performance and product guarantees of the manufacturers of the components used (for ex. for power inverters) shall be

exclusively granted by the respective manufacturers. After expiry of the warranty period, any claims of the Customer from these guarantees must be directly asserted vis-à-vis the manufacturer.

10.12 Any farther-reaching liability shall be excluded, regardless of the legal nature of the claim asserted. sonnen shall not be liable, in particular, for any damage or loss not caused to the products themselves, including, but not limited to, loss of profits and any other pecuniary damage or loss.

10.13 To the extent that any liability is excluded or limited, this shall also apply to the personal liability of the employees, workers, collaborators, representatives and auxiliary agents of sonnen.

10.14 If the examination of the notice of defect indicates that no claim for defects exists, the costs hereby arising shall be borne by the Customer.

10.15 The warranty period for claims for defects for sonnenBatteries up to version SB 10 shall be 12 (twelve) months. The warranty period for claims for defects for all versions of the sonnenBatterie beginning with and including SB 10 shall be 24 months. The warranty period for claims for defects regarding the sonnenCharger shall be 36 months. For all other sonnen products the warranty period for claims for defects shall be 12 (twelve) months.

10.16 The warranty period for the sonnenBatterie commences with the proper installation of the sonnenBatterie but latest 9 (nine) months after delivery by sonnen. This shall not apply if sonnen has acted wilfully and knowingly or grossly negligently or in case of any violation of life, body or health on the part of the Customer.

10.17 To the extent that any liability for any damage or loss not based on the violation of life, body or health on the part of the Customer is not excluded for slight negligence, any such claims shall come under the statute of limitations within one year, beginning with the origination of the claim.

10.18 Any claims of recourse of the Customer in accordance with § 445 a BGB are compensated by an additional discount on the manufacturer list price of the respective sonnen Product allowed by sonnen.

11. Retention of Title

11.1 sonnen shall reserve title to the delivery object until all receivables from the business relationship with the Customer have been paid.

11.2 In case of any default in payment or financial collapse on the part of the Customer, sonnen shall be entitled to take the delivery object back. Take-back of the goods by sonnen shall be regarded as a withdrawal from the agreement. Following take-back of the delivery object, sonnen shall be authorised to exploit it. The exploitation proceeds shall be credited against the payables of the Customer (minus any reasonable exploitation costs).

11.3 In case of any attachments or any other interventions by third parties, the Customer must notify sonnen hereof in writing without undue delay to ensure that sonnen can take legal action in acc. with Section 771 German Code of Civil Procedure [Zivilprozessordnung – ZPO]. To the extent that the third party is unable to reimburse the judicial or extra-judicial costs of any legal action to sonnen in acc. with Section 771 ZPO, the Customer shall be liable for the costs incurred by sonnen.

11.4 The Customer shall be entitled to resell the delivered goods in the proper course of business. Nevertheless, it shall already now assign all receivables to sonnen in the amount of such receivables of sonnen (including VAT) that accrue to the Customer from its buyers or any third parties from the re-alienation, regardless of whether or not the deliverable has been resold without or after processing. The Customer shall remain entitled to collect this receivable even after the assignment. The authority of sonnen to collect the receivable itself shall remain unaffected hereby. sonnen undertakes, however, to not collect the receivable as long as the Customer meets its payment obligation from the collected proceeds, does not come into default in payment and, in particular, no application for the initiation of any settlement or insolvency proceedings has been filed or any suspension of payment exists. If this is the case, however, the Customer shall be obliged to communicate the assigned receivables and their debtors to sonnen, to provide all details required for the collection and to hand over all documents.

11.5 Processing or conversion of the deliverable by the Customer shall always be carried out for sonnen. If the deliverable is processed with any other objects not belonging to sonnen, sonnen shall acquire joint ownership of the new item in the ratio of the value of the goods (final invoice amount, including VAT) to the value of the other objects processed at the time of processing. Apart from that, the item created by such processing shall be subject to the same provisions as the goods delivered subject to reservation.

11.6 If the deliverable is inseparably mixed with any other objects not belonging to sonnen, sonnen shall acquire joint ownership of the new item in the ratio of the value of the goods (final invoice amount, including VAT) to the value of the other objects mixed at the time of mixing. If such mixing is performed in such a manner that the item of the Customer is to be considered as the main item, it shall be deemed agreed that the Customer shall transfer joint ownership to sonnen on a pro rata basis. The Customer shall keep the sole ownership or the joint ownership safe for sonnen.

11.7 sonnen undertakes to release the collateral securities owed to it at the Customer's request to the extent that the realisable value of the collateral securities shall not exceed by more than 10% (ten per-

cent) the receivables to be collateralised. The selection of the collateral securities to be released shall be the responsibility of sonnen.

12. Use of Software

12.1 In respect of the software included in the scope of delivery, as well as any updates, upgrades and add-ons provided to this end, the Customer shall be granted a non-exclusive, non-transferable right to use the delivered software including its documentation to the extent to which this is required to ensure the proper operation of the respective sonnen product in acc. with the provisions of the manual provided and the instructions.

12.2 The right of use shall exclusively apply with respect to the deliverable delivered together with the software. Any isolated use of the software resp. any use in connection with any other devices and products by the Customer shall not be permitted.

12.3 Any farther-reaching use, including, in particular, but not limited to, any modification, processing, reproduction, translation of the software, as well as any transformation from object code to source code, by the Customer shall not be permitted.

12.4 The limitation of use shall also comprise any access by the Customer at system level for the purpose of modifying any factory-set parameters, functions and limitations of use, unless any guaranteed features of the respective sonnen product are affected by these limitations on account of the arrangements made.

13. Data Protection

13.1 The parties may provide each other with personal data in the course of the performance of a contract, the processing and transfer of which will be done in accordance with then applicable data protection law, especially the provisions of the GDPR and the BDSG. The legal basis for data processing is Art. 6 para. 1 lit. b) GDPR.

13.2 Each party is a data controller in respect of the personal data provided.

13.3 Where the Customer is located in a country outside the European Economic Area, a third country, that has not been deemed to provide an adequate level of protection for personal data and has not implemented a program or certification that is recognized as providing an adequate level of protection in accordance with Regulation (EU) 2016/679, the standard contractual clauses as set out in the Annex to Decision to 2004/915/EC are incorporated into this agreement in full including the data processing principles set forth in Annex A to those clauses.

13.4 The data required to process the order and the data being communicated by the Customer shall be stored and shall be forwarded to auxiliary agents within the framework of the order implementation, where appropriate. Furthermore, sonnen reserves the right

to use any provided data in accordance with the then applicable statutory provisions respectively a declaration of consent issued by Customer for its own advertising purposes (for ex. to dispatch information materials).

13.5 The Customer shall be entitled to object to the use, processing resp. transmission of its data for marketing purposes vis-à-vis sonnen at any time. Following receipt of the revocation, sonnen shall cease any further mailing of advertising materials without undue delay.

13.6 To the extent that the Customer delivers any received sonnen Products to third parties, it shall be obliged to arrange for sonnen to provide a corresponding declaration of consent of its end customer for the purposes of proper maintenance and inspection of any sonnen Products delivered to the end customer to ensure that the transmission of its data to and the processing of such personal data by sonnen will be possible.

14. Applicability of the General Business Principles of Shell

sonnen is a member of the Shell group. By this the Shell General Business Principles are applicable for all business partners working together with sonnen and the companies belonging to sonnen-Group.

14.1 Customer declares that it will comply with the Applicable Laws in the course of the performance of the contracts the parties are bound by, including any applicable provisions of the German Act on Minimum Wages (Mindestlohngesetz). "Applicable Laws" in the means of these Terms and Conditions do include, where applicable to a Person, property, or circumstance, and as amended from time to time: (i) statutes (including regulations enacted under those statutes); (ii) national, regional, provincial, state, municipal, or local laws; (iii) judgments and orders of courts of competent jurisdiction; (iv) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (v) regulatory approvals, permits, licences, approvals, and authorisations. Customer will notify sonnen immediately of any material breaches in the performance of its contractual services. Reference is made to clause 14.8.

14.2 Customer agrees to have taken notice of the Shell General Business Principles, available at www.shell.com/sgbp. Customer agrees furthermore that it will adhere to the principles contained in the Shell General Business Principles (or where Customer has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of sonnen, in connection with the respective Agreement and related matters.

14.3 Customer represents that: (i) it is knowledgeable about Anti-Corruption Laws and will comply with those laws; and (ii) its company and their employees have not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through

any other Person, to or for the use or benefit of any government official or any other Person where that payment, gift, promise, or other advantage would comprise a facilitation payment; or violate the relevant Anti-Corruption Laws. Customer will immediately notify sonnen if Customer receives or becomes aware of any matter that is prohibited by these provisions.

“Anti-Corruption Laws” in the means of these Terms and Conditions shall mean the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other Applicable Laws that prohibit tax evasion, money laundering, or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other Person.

14.4 Customer affirms that nor itself nor any Person in its company is a government official or other Person who could assert illegal influence on behalf of sonnen or its Affiliates. Customer will promptly notify sonnen if it becomes a government official. sonnen will then audit whether this function is in compliance with these business principles and if proceeding with the business relationship with Customer is possible for sonnen.

14.5 Customer will ensure that all transactions regarding the cooperation with sonnen are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged. sonnen has the right to verify compliance with these provisions by conducting appropriate audits at Customer's facilities.

14.6 Customer represents that it is knowledgeable about, will keep up to date with, and will ensure that its company and the members of its group complies with all applicable Trade Control Laws.

“Trade Control Laws” shall mean all Applicable Laws concerning the import, export, or re-export of goods, software, or technology, or their direct product, including: (i) applicable customs regulations, Council Regulation (EC) No. 428/2009; (ii) any sanction regulations issued by the Council of the European Union; (iii) the International Traffic in Arms Regulations („ITAR“); (iv) the Export Administration Regulations („EAR“); and (v) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.

14.7 Customer takes notice of Shell's HSSE principle of Goal Zero and Shell's “Life Saving Rules”, available at <http://www.shell.com/lifesaving-rules> and will comply with these and other applicable HSSE standards in all its dealings with or on behalf of sonnen in connection with this Agreement. “HSSE” shall mean health, safety, security, and environment.

14.8 Customer will INDEMNIFY sonnen and its affiliates upon first demand for any Liabilities and any third-party claims arising out of Customer's breach of any provision of this clause.

15. Place of Jurisdiction and Place of Performance

15.1 The place of performance shall be the registered office of sonnen.

15.2 The exclusive place of jurisdiction for all present and future claims from the business relationship shall be Ulm, Germany. sonnen shall be entitled, however, to also sue the Customer at the Customer's registered office.

15.3 The laws of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Good shall be excluded.

16. Final Provisions

16.1 Any modifications of, or amendments to these Terms and Conditions shall require written form to become effective. This shall also apply to the written form requirement itself.

16.2 If any circumstances arise during the term of the agreement that substantially affect the technical, legal or economic effects of the agreement to such an extent that the relation between performance and counter-performance is no longer reasonable, either contracting partner may demand adaptation of the agreement to the changed conditions.

16.3 The Customer shall not be entitled to transfer and/or assign any rights or obligations from the contractual relationships binding the parties to third parties without the prior written consent of sonnen.

16.4 If individual provisions of these Terms and Conditions are or become ineffective or unenforceable, this shall not affect the validity of the remaining Terms and Conditions. The ineffective, void or unenforceable regulation shall be replaced by another one, which shall come closest to the replaced regulation in terms of its economic meaning and purpose. The same shall also apply if any regulatory loophole exists.