

## General Terms of Delivery GBF German Biofuels GmbH

### I. General Terms

1. The scope of our services and deliveries (further referred to as "deliveries") is governed by the mutual written agreements between gbf and its customers. These agreements are supplemented by these General Terms of Delivery stipulated by the gbf German Biofuels GmbH (further referred to as gbf). General terms of business of gbf customers apply only when and to the extent to which they are explicitly approved in writing by gbf.
2. Offers submitted by gbf are non-binding. Verbal agreements, consent, commitments or guarantees issued by employees of gbf in relation to a business contract, are legally binding only after they have been confirmed in writing by gbf.
3. Terms of trade are to be interpreted based on the currently valid Incoterms in case of doubt or misunderstanding.

### II. Prices and Terms of Payment

1. Prices quoted do not include mineral oil tax, consumer tax, VAT and other taxes that may apply. Prices are ex works and not including packaging and freight.
2. If within a period of three months, after a contract has been signed, any charges or third-party costs which were included in the price agreed upon should change or arise, gbf is entitled to modify the price accordingly.
3. Gbf reserves the right to increase the agreed price for outstanding deliveries if a change in the economic situation or in commodity prices since the time at which the price was agreed upon should lead to a substantial increase in the production cost or the price of purchase of the product in question. In this case the customer is entitled to cancel the outstanding deliveries which are subject to the price increase, within two weeks from the date of the announcement of the price increase.
4. If not otherwise agreed upon or stipulated in our invoice, the invoice amount is due and payable immediately on receipt of invoice without any discount. Transaction costs are to be covered by the customer. The client is only has a right of retention or is entitled to reckon up with an undisputed or legally established claim.
5. In case of the delay or default of payments gbf will charge interest at a rate of 10 percentage points above the basic interest rate of the European Central Bank. gbf reserve the right to demand further damages caused by the delay. Bei
6. Any invoice is considered overdue no later than 10 days after the due date even if gbf has not sent a reminder.
7. If after signing an agreement, it becomes apparent that our payment claim is endangered by the customer's inability to fulfill his obligations, gbf is entitled to apply §321 of the German Civil Code (BGB). gbf is also entitled to apply the §321 to all other outstanding deliveries based on the business relationship with the client.
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### III. Delivery, dates and periods

1. Our obligation to deliver is subject to the correct and punctual delivery of goods by our suppliers, unless the incorrect or delayed delivery by our suppliers is our fault.
2. Delivery is to be effected within the period or by the deadline agreed upon. Delivery and receipt are described by the following wording in a contract:
  - a) "Immediate delivery": within 3 working days following contract conclusion
  - b) "Prompt delivery": within 7 working days following contract conclusion
  - c) "Monthly delivery": at any time within one month, partial delivery is possible
  - d) "Delivery within a period of two months": at any time within two months, partial delivery is possible
  - e) "Successive delivery" or "Delivery approx. every": within the agreed upon period a series of partial deliveries of similar quantities
4. Quantities in bulk are approximate values if not otherwise stipulated. A deviation of up to 5% of the contract quantity does not authorize the customer to object to the contract.
5. If the customer does not accept the delivery in parts or as a whole within the delivery period or on the date agreed upon, gbf is entitled to sell the remaining goods to third parties without any further notice and to charge any price difference to the customer, notwithstanding our other statutory or contractual claims, if the contract contains such a clause.
6. In case of a failure to deliver punctually, the customer is entitled to resort to §2101 and §323 of the German Civil Code (BGB) only after he has set a reasonable deadline for the delivery. The setting of the deadline must be combined with a statement, which diverging from §§2101, 323 BGB, states that after that period the customer denies acceptance of the goods in question; after that period the right to fulfillment of the contract will be excluded.

7. In case of default gbf is liable for the verifiable damage caused to the customer on account of the delay. Should the damage exceed 20% of the value of goods subject to late or non-delivery, the customer is obliged to make a replacement purchase without delay; if need be to undertake alternate purchases suggested by gbf whilst withdrawing from that part of the contract effected by the delay. In this case gbf will bear the verified cost of the replacement purchase and the damages caused by the delay. Should the customer fail to undertake such an effort, gbf will only cover damages caused by the delay limited to 50% of the value of the goods in question.
8. The customer is entitled to cancel the agreement without prior notice, if it is impossible for gbf to make the entire delivery at the moment of transfer of risk. The customer is also entitled to withdraw from the contract if it is impossible for gbf to deliver a part of the delivery and the customer has a valid reason for not accepting a partial delivery.
9. Paragraph VIII is not affected by this clause.

### IV. Force Majeure

1. If, after a contract has been signed, its fulfillment becomes impossible due to force majeure, gbf is entitled to cancel the contract in full or in that part which cannot be fulfilled. Gbf is obliged to submit a declaration in writing to this effect without delay after such an event becomes known, but no later than at the beginning of the delivery period in question.
2. If, due to force majeure, fulfilling a contract is hindered or delayed, the delivery period will be prolonged for the duration of the hindrance or delay. Should such a hindrance or delay last longer than one calendar month, or should it be obvious at the onset of the hindrance or delay that it will exceed one calendar month, gbf reserves the right to cancel the contract in full or for that part that has not yet been fulfilled in accordance with paragraph 1 above, if the customer does not insist on prolonging the delivery period by one further calendar month. After expiration of this term, the agreement is to be considered cancelled according to paragraph 1 sentence 2, even without reciprocal compensation.
3. Force majeure is any extraordinary event not foreseeable at the time of signing of a contract, the impact of which cannot be averted despite using due diligence. Amongst such events are natural disasters, wars, labor disputes, import or export bans, measures imposed by authorities, cessation of business activities for which we are not responsible (for reasons such as fire, breakdown of machinery, scarcity of raw materials or fuel) obstruction of transport routes, as well as any other circumstance for which gbf is not responsible and which substantially hamper the punctual delivery or make delivery impossible.

### V. Reservation of proprietary rights

1. All goods delivered by gbf remain our property until all claims have been settled, especially payment of any outstanding balance to which we are entitled from the business relationship, or any claims established unilaterally by the bankruptcy trustee. This right of property also applies to future and conditional demands. The claims are considered fulfilled when all outstanding amounts are paid or open accounts are settled. Gbf is entitled to transfer any open payment claims against the customer to third parties.
2. Processing of goods under reservation of proprietary rights occurs for us as producers according to §950 German Civil Code (BGB), without an obligation on our part. The processed goods are considered to be goods under the reservation of proprietary rights according to paragraph 1. In case of the processing or blending of goods under reservation of proprietary rights by the customer, gbf automatically becomes a co-owner of the resulting product to the extent equaling the ratio of the goods owned by gbf to the other goods used. Should the processing or blending of such goods by the customer result in gbf losing its ownership to them, the customer transfers that part of his ownership of the new product that equates to the percentage of gbf goods used and stores the new product on behalf of gbf free of charge. Gbf's co-ownership rights are considered goods under reservation of proprietary rights in accordance with paragraph 1.
3. The customer is entitled to sell any goods under reservation of proprietary rights only within his regular business operations under normal business terms, for so long as he is not in default, if during such a sale he reserves the proprietary rights for himself and transfers his claims resulting out of the sale to us.
4. Claims resulting from the sale of goods under our reservation of proprietary rights are transferred to gbf at this time. They are considered to be securities in the same way as the goods subject to gbf proprietary rights. Should the customer sell goods subject to gbf proprietary rights together with other goods not subject to gbf proprietary rights, gbf is entitled to a transfer of that part of the

claim from the sale equaling the ratio of the value of the goods subject to gbf proprietary rights to the total value of the goods sold. When goods, which are co-owned by gbf according to paragraph 2, are sold, that share of the revenue is transferred to gbf which corresponds to the percentage of our co-ownership.

5. The customer is entitled to collect claims resulting from the resale of goods. This right expires when it is revoked by gbf, at the latest however in case of delay in payment, or when the opening of an insolvency procedure has been applied for. Gbf will revoke this right only if it becomes clear after the signing of the contract that gbf's claims arising from the contract in question, or from any other contracts with the customer, are jeopardized. On gbf's request the customer is obliged to immediately inform his own customers about the transfer of his claims to gbf and to place at gbf's disposal all documents necessary to collect the outstanding amounts in question.
6. The customer is obliged to inform us without delay of a garnishment or impairment of rights by third parties. The customer will bear all costs necessary for removing such measures by a third party.
7. Should the customer default on payment, gbf is entitled to take back the goods subject to gbf proprietary rights. The same applies if after signing the contract it becomes clear that our payment claim resulting from the contract in question, or from any other contract with the customer, is jeopardized. Taking back the goods does not constitute cancellation of the contract. Insolvency regulations are not affected by this.
8. Should the estimated value of gbf securities exceed the amount of gbf claims by 20%, gbf will, upon the customer's request, release securities it chooses in a corresponding amount.

#### VI. Passing of risk

1. If not otherwise stipulated, the risk concerning the goods, including confiscated goods, is passed on to the customer as soon as the goods are handed over to a forwarder or transport carrier, at the latest, however, upon leaving gbf's warehouse. Gbf will only take out an insurance policy for the goods only if explicitly instructed by the customer to do so and only at the customer's expense.
2. gbf is entitled to effect partial deliveries to a reasonable extent.

#### VII. Liability for defects

1. The goods are considered to be in accordance with the contract if, at the moment of passing of risk, their specifications do not, or only insignificantly, differ from those agreed upon. Contractual conformity of our goods and whether or not they are free from defects are measured solely on the explicit agreements regarding the quantity and quality of the ordered goods. Gbf can only be held liable for a specific purpose or a specific suitability of the goods if this has been explicitly agreed upon. Gbf cannot be held liable for the deterioration or loss of goods after the moment of passing of risk.
2. The contents of the specifications agreed upon and an explicitly agreed upon purpose do not constitute a legally binding warranty. Such a warranty must be explicitly agreed upon in writing.
3. The customer is obliged to inspect the goods immediately on receipt. Claims arising from a defect can only be considered if reported in writing immediately, or at the latest within seven days, following their delivery. Hidden defects are to be reported in writing immediately upon their discovery and in any event prior to expiry of the statute of limitation agreed upon or stipulated by the law.
4. In case of material deficiency gbf can choose - under consideration of the interest of the customer - to offer a remedy either by means of a replacement delivery or by improving the goods delivered. If the material deficiency is only a minor one, the client will only be entitled to a discount. If gbf fails to replace or improve the goods within a reasonable period, the customer is entitled to set one last adequate deadline for the replacement or improvement. Should gbf fail to remedy the situation even after expiry of this last deadline, the customer is entitled to reduce the purchase price or to cancel the contract. No further claims can be made.
5. Gbf is entitled to refuse to improve defective goods should this prove to be disproportionately expensive. "Disproportionate" means that the cost of improvement, including the expenditures necessary

therefore, exceeds the invoice amount for the goods in question by 150% (without VAT).

6. Following acceptance by the customer after inspection of goods, the customer is no longer entitled to file a complaint concerning defects which can be found in the course of such an inspection.
7. In case of a complaint by the customer, the customer must enable gbf to inspect the goods in question without delay. Upon demand the customer is obliged to place the goods or a sample of the goods in question at gbf's disposal, at gbf's expense.
8. Should the customer become subject to claims by third parties, the customer is entitled to exercise the right of recourse against us according to §4710 of the German Civil Code (BGB) to the extent of the claims against him, as provided by law, under the condition that the customer complies with his obligation to give notice of defects in accordance with the §377 of the German Commercial Law (HGB).
9. Paragraph VIII remains unaffected.

#### VIII. General limitation of liability and statute of limitations

1. If not otherwise stipulated in these Terms or the contracts in question, gbf is only liable for compensation arising out of a breach of contractual or noncontractual duties in case of deliberate or grossly negligent conduct by gbf's legal representatives or proxies as well as in case of a culpable breach of significant contractual obligations. In case of a culpable breach of significant contractual obligations gbf is liable only for any , damages typical for the type of contract which are foreseeable, unless such a breach of contract is not a result of deliberate or grossly negligent conduct on the part of gbf's legal representatives or proxies. In all remaining cases gbf is not liable, also not for damage caused directly or consequentially by defects of goods.
2. This restriction of liability does not apply in case of a culpable breach of significant contract obligations, if such a breach jeopardizes the contract's purpose; in case of compulsory liability as stipulated by the German Product Liability Law (Produkthaftungsgesetz) in case of danger for life, limb and health, and if defects were maliciously concealed or if their absence was guaranteed by us. The laws governing the burden of proof are not affected by this clause.
3. If not otherwise stipulated, the customer's claims resulting from defects and contractual claims, which are based on and related to the delivery of goods, expire by limitation one year after the delivery of goods. Sentence 1 does not apply in case of gross negligence, deliberate conduct, damage to life, limb or health and if a defect is maliciously concealed. Replacement delivery and improvement of goods does not cause the statute of limitations to begin anew.

#### IX. Consent to data processing, data protection

1. Appropriated to conclude and to process the contract, we need your personal data such as name, address, telephone number. With your offer for the conclusion of the contract or the acceptance of our offer you give us your consent to the collection and storage of your personal data, as long as this is necessary for the performance of the contract and fulfillment of the contract. You can revoke your consent at any time. For data protection and your rights, we refer to our privacy policy at [www.gbf-bio.de](http://www.gbf-bio.de) as well as to the underlying and underlying information for data collection according to Art. 13 GDPR.

#### X. Final provisions

1. Place of performance for our deliveries is gbf's warehouse. Place of performance for customer payments and place of jurisdiction for both parties concerned is gbf's registered office. Gbf is entitled to proceed against the customer at his place of jurisdiction.
2. Only the laws of the Federal Republic of Germany apply under exclusion the UN International Trade Agreement (CISG) of 11th April 1980.
3. If one clause or provision of these General Terms of Delivery are, or should become, void, the validity of its other provisions remains unaffected.
4. This English translation of these Terms is not legally binding. In case of litigation only the German wording of gbf's General Terms of Delivery can be referred to and is considered legally binding.