

GENERAL TERMS AND CONDITIONS OF SALE of GKN Hydrogen S.r.l.

1. Definitions and General Information

"We"; "us" and **"our"** refers to GKN Hydrogen S.r.l. as Vendor or other companies of the GKN Group with registered offices in Italy. **"Group"** shall mean GKN Hydrogen Ltd. as well as its direct or indirect subsidiaries of the GKN Hydrogen business unit.

Our agreement with you on the sale of HY2 hydrogen storage systems and the components thereof (**"Products"**) and/or rendering services thereto (**"Services"**) (**"Agreement"**) shall comprise the following: (i) provisions of this Agreement duly signed by you and us; (ii) our order confirmations; (iii) delivery notes and invoices and (iv) said General Terms and Conditions. In case of any discrepancies between the components of this list, the first-mentioned components shall prevail.

2. Conclusion of the Agreement; Preclusion of your Conditions

2.1. You may transmit orders either in writing, via telephone or email or any other way of transmission agreed between us.

2.2. Each order placed with us is an offer to purchase our products and a non-binding agreement, unless we confirm the order in writing. Any additional or General Terms and Conditions provided by you that conflict with these General Terms and Conditions of Sales shall be explicitly rejected and are not integral to the Agreement.

2.3. Our offers shall be maintained for the period stipulated in the quote; however, after expiry of the deadline, the offer will no longer be valid without need for revocation. If no period of validity is stated in the offer, the period shall be 15 (fifteen) days from the date of issue.

2.4. Insofar as set forth in the Agreement that you purchase products by sending orders, each order shall be viewed as individual agreement or a call order of the framework agreement. You shall not be entitled to terminate the Agreement as a whole or the framework agreement in case of breach of contract in connection with an order.

2.5. We shall not be liable for costs incurring from non-compliance with this clause.

3. Warranty and Notification of Defects

3.1. We shall warrant that the products are free from material defects at the time of leaving our plant or warehouse. The time of transfer of risk shall be decisive for the contractually agreed condition of the products.

3.2. Any notifications of defects shall be reported to us within 10 (ten) days following detection of the defect or when the defects could be detected. The warranty period shall be one (1) year after receipt of products.

3.3. The warranty shall not apply to defects of products if they were caused by: improper use or non-compliance with the instructions of use and safety information; any changes and/or modifications made to the product; faulty assembly of the products; repairs of the products; negligence, imprudence or incompetency of the Purchaser and/or third party; normal wear and tear, poor or inadequate storage or maintenance/service of the products, use of aggressive substances.

3.4. For components which are replaced within the scope of the warranty, the remaining warranty period of the original products shall apply.

3.5. Our services rendered essentially comply with the requirements and shall be executed with due diligence and expertise.

3.6. Our obligation to warranty shall be limited (at our discretion) to replacement or repair of individual products, when an inspection has revealed that these were already defective at the time of delivery and shall not comprise installation, dismantling or assembly. Performance of repair works or replacement of products shall constitute in no case an acknowledgement of fault with regard to any direct or indirect or consequential damages of any kind, loss of profit or other losses in connection with the declared defect of the product.

The inspection shall take place at your premises or at the location of the products concerned. If only individual components of the products are defective, the inspection thereof may also be conducted at our discretion at our Bruneck plant in Italy or any other location of the Group; the transport costs shall be borne by you.

3.7. Any return of the products in case of warranty shall require our prior written consent. Defective products shall be returned in original packaging, if possible. Any complaint and return which shall be borne by you - with the proviso of a deviating individual regulation in writing

– must include a complete list of the alleged faults as well as the malfunction detected. Following receipt of the returned products, the ownership thereof shall be transferred back to us and we shall be entitled to either use the products otherwise or to scrap them at our discretion.

4. Value-added Tax

The prices are exclusive of statutory value added tax and payable after receipt of the corresponding invoice.

5. Delivery, Inspection

5.1. Our products are delivered to the agreed place of delivery and at the contractually agreed delivery date. Insofar as not expressly agreed otherwise in writing, delivery shall be ex works Bruneck, Italy pursuant to EXW Incoterms® 2020.

5.2. The deadlines and dates stipulated for our deliveries are of approximate nature, and orders are accepted on the basis that these are non-binding.

5.3. The products supplied to the agreed place of delivery or services rendered according to the quote shall be viewed as finally checked and accepted by you within 10 (ten) days following receipt of products or rendering of services, unless you report to us a refusal or notification of defects in writing and within said 10 (ten) days.

6. Transfer of Risk

6.1. The risk shall be passed on to you at the time of handing over the contractual products to the forwarder, but no later than at the time when the products leave our plant or warehouse. This shall likewise apply if we have served the delivery.

7. Payment

7.1. Payment shall be made to us completely and with available funds within the period set forth in the Agreement, however no later than 30 days following delivery of the products or rendering of services.

7.2. You shall not be entitled to retain or set off any payment.

8. Limitation of Liability

8.1. Notwithstanding any other stipulations, our full liability for any damage or any series of similar damages in connection with our work or non-performance for the amount paid by you for the products or services shall be limited to the delivery or services which caused the damage.

8.2. We shall not (i) be liable for damages caused by: loss of profit, revenue, goodwill, production, operation, anticipated savings or third party agreements (irrespective

whether foreseeable or not) or (ii) for consequential or indirect damages.

8.3. Statements about the products and instruction for use shall be provided according to the best of knowledge; however, we shall not assume any liability thereof.

8.4. We shall not be held liable for the correctness and completeness of the information and data provided by you. This shall likewise apply to descriptions, drawings and amendments performed or proposed by you that are to be validated by you.

8.5. Notwithstanding the foregoing, we shall be liable for all losses or damages arising from death or injury of persons or damages to health due to breach of duty on our part. The same shall apply for mandatory liability pursuant to the Italian Product Liability Act as well as other statutory mandatory liability that cannot be contractually precluded as well as our declared warranties, deceitfully not disclosed defects or other liability reasons which cannot be precluded or limited by law.

9. Intellectual Property and Non-disclosure

9.1. All intellectual property rights to the products supplied, its production, development and design (including improvements) are or shall remain our property. Upon request you shall undertake all measures and provide all documents necessary to protect these rights.

9.2. Prices of our products, our intellectual property, all information kept secret by us and the commercial conditions of said Agreement as well as our trade secrets are commercially sensitive and confidential information and shall not be disclosed. You may disclose such information insofar as this is required by law, court order or official regulation and legally permitted. You shall inform us in advance about the disclosure and the scope thereof.

9.3. You shall indemnify and hold us harmless against all claims which are based on infringement of intellectual property through implementing your specifications.

10. Force Majeure

10.1. We shall not be held liable for non-performance of our contractual obligations as well as delay in fulfilment if these are caused by an event that is outside our reasonable influence, including but not limited to force majeure, war, hostilities, riots, epidemics and pandemics, fire, explosion, accident, flood, sabotage, destruction of plant or equipment, lack of fuel, energy, raw material, container, transport, delay in delivery or other breach of contract of our suppliers, economic sanctions or trade sanctions, or governmental orders.

10.2. Suppliers are no vicarious agents. We shall not be liable for their conduct with regard to timely delivery.

11. Termination

11.1. We shall be entitled to terminate the Agreement or parts thereof irrespective of our acquired rights: (i) immediately if you are in arrears with the payment in the amount owed to us, (ii) if you breach the agreement and, insofar as the infringement can be remedied, if you do not remedy this breach within 15 (fifteen) days following receipt of notification on the breach of agreement.

11.2. The acquired or accrued rights shall not be affected by termination of the entire Agreement or parts thereof.

12. General Terms

12.1. The Agreement sets forth the entire agreement between you and us to the matters covered herein and supersedes and replaces prior verbal or written agreements, understandings and arrangements.

12.2. Any alteration or amendment to the Agreement, including Clause 12.2 shall be made in writing and signed by us.

12.3. If any of the terms and provisions of this Agreement are determined to be void, voidable, unenforceable or inappropriate in whole or in part by any competent court, this shall not affect the remaining provisions.

12.4. Non or delayed assertion of rights arising from the Agreement shall not constitute a waiver of any of our rights.

12.5. You shall not be entitled to transfer your rights and obligation in accordance with the Agreement to third parties without our prior written consent. The Agreement has no effect to third parties.

12.6. You shall comply with all applicable laws, regulations and guidelines including applicable export restrictions.

13. Venue and applicable law

13.1. This Agreement shall be subject to the laws of Italy, ousting the provisions of the international private law and the UN Convention on the International Sale of Goods (CISG). For disputes or claims from companies arising out of or in connection with the Agreement ("Disputes"), which are not resident in a member state of the European Union, Iceland, Switzerland or Norway or operate a subsidiary in these countries, shall be subject to the exclusive jurisdiction of Bozen, Italy. In all other cases, disputes shall be conclusively decided in Milan according to the arbitration rules of the Milan tribunal of arbitration by one or several arbitrators determined pursuant to the applicable stipulation, ousting the ordinary courts. The language of the arbitration proceedings shall be Italian.

(1st Signature Customer)

The undersigned hereby explicitly accepts the following contractual clauses within the meaning of Sect. 1341 and 1342 Italian Civil Code (ZGB). Sect. 2.4 (Breach of Agreement), Sect. 3 (Warranty and Notification of Defects), 5.3. (Inspection); 7.2 (Payment-set-off-netting); 8 (Limitation of liability); 10.2. (Liability for Suppliers); 11 (Termination); 13 (Place of jurisdiction and applicable law).

(2nd Signature Customer)

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