

## 1. Definitions and Introduction

"We," "us," and "our" refer to GKN Hydrogen GmbH, as the seller, or other companies within the GKN Hydrogen Group based in Germany. "Group" means GKN Hydrogen Ltd and its direct and indirect subsidiaries. "Written" also includes email, fax, letters, or electronic data exchange as determined in accordance with § 126b BGB. Our agreement for the sale of goods and services (the "Contract") consists of (i) the terms that you and your representatives have signed; (ii) our order confirmation; (iii) the delivery note or invoice; and (iv) these General Terms of Delivery. In case of conflicts between these documents or parts thereof, the part of the Contract listed first shall prevail.

## 2. Order Acceptance; Exclusion of Conflicting Conditions; Inspection Obligations

2.1 You may send orders in writing, by telephone, through electronic data exchange, or in any other agreed form. Each order is a non-binding offer to conclude a contract. A contract becomes binding only when we confirm your order in writing.

2.2 To the extent you refer to additional or deviating conditions, they shall not become part of the Contract and shall be expressly rejected and excluded by these delivery conditions.

2.3 We do not verify the accuracy and completeness of information and data, including specifications and drawings, received from you, and any changes made or planned require your approval.

2.4 Our offers are non-binding.

2.5 Ordered goods and services are deemed finally examined and accepted without objection unless you have rejected them as defective in writing within 10 days after delivery or performance.

2.6 You are obligated to establish and maintain an adequate system for the identification and traceability of the goods delivered by us, which is compatible with our tracing system. We are not responsible for costs incurred due to non-compliance with this provision.

## 3. Delivery and Performance

3.1 Compliance with all of our delivery and performance obligations requires timely and proper fulfillment of the client's obligations and the final clarification of all technical matters.

3.2 The shipment of the plant or delivered items takes place by the most favorable route and at the client's risk and expense. If the client wishes, we will cover the delivery with transport insurance. The costs incurred in this regard shall be borne by the client. 3.3 Partial deliveries are permissible if they do not cause significant additional effort or additional costs to the customer, unless we agree to bear these costs.

3.4 Commercially customary deviations of the delivered item from the contractual agreements, offers, samples, brochures, data sheets, test and preliminary deliveries are permitted in accordance with the currently valid DIN/EN standards or other relevant technical standards. 3.5 Goods from properly made deliveries can only be

returned if we approve the return. In this case, the client shall bear the costs of the return shipment.

#### **4. Delay and Impossibility**

4.1 We are liable for impossibility and delay in performance in accordance with the statutory provisions, to the extent that this is due to intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. However, our liability in cases of gross negligence is limited to the contract-typical, foreseeable damage.

4.2 In the event of slight negligence, our liability for impossibility extends to damages and reimbursement of futile expenses and is also limited to the contract-typical, foreseeable damage. Further claims of the client due to impossibility of performance are excluded. The right of the client to withdraw from the contract remains unaffected.

4.3 In the event of slight negligence, our liability for delayed performance is limited to a total of 10% for damages in addition to performance and a total of 10% for damages instead of performance, based on the value of the performance. Further claims of the client due to delayed performance, even after the expiration of a deadline set by us, are excluded. These regulations also apply to the reimbursement of futile expenses. 4.4 The limitations of this clause 4 (Delay and Impossibility) do not apply if liability is based on the violation of life, body, or health or the violation of essential contractual obligations. Essential contractual obligations are those whose fulfillment characterizes the contract and on which the client can rely. These limitations do not involve a change in the burden of proof to the detriment of the client.

#### **5. Value Added Tax**

The prices are exclusive of value-added tax (VAT). VAT is payable by you after receipt of a relevant invoice in accordance with applicable legal regulations.

#### **6. Payment**

6.1 Payments must be made in full and unrestricted within the contractually determined payment period, but at least within 30 days after delivery of the goods or performance of services.

6.2 Retention of payment or set-off against counterclaims is not permitted.

#### **7. Risk, Ownership, Duty of Care**

7.1 The risk passes to you upon delivery of the goods.

7.2 We retain ownership of the goods delivered by us until full payment of the agreed price (including VAT). You are obliged to transfer to us co-ownership to the extent that you connect or mix the goods with other goods or objects. You are entitled to sell the goods in the ordinary course of business and assign to us all claims against your customers and all other claims arising from the sale until full satisfaction of all our claims arising from the entire business relationship. We release this security if and to the extent that the total value of our securities exceeds the secured claims by more than 20%. If we request the return of our reserved goods, you shall make them

available for collection. If you do not comply with the request for provision, we are entitled to enter your premises to collect the goods.

7.3 You are obliged to treat the goods properly at all times and store, transport, and handle them according to our instructions on occupational safety and environmental protection. You may not take any action that could impair the quality or safety of the goods or damage the reputation of our brand.

## **8. Defect Liability and Damages**

8.1 Claims for defects by the client presuppose that the client has duly complied with its inspection and complaint obligations according to § 377 HGB.

8.2 The warranty period is 12 months unless a longer statutory period is prescribed.

8.3 Weights, dimensions, performance data, yields, and other data mentioned in sales brochures, advertisements, and comparable documents are to be regarded merely as guidelines. The same applies to demonstrated or provided sample plants or demonstration plants.

8.4 Insofar as there is a defect in the delivered item for which we are responsible, we are entitled, at our option, to remedy the defect by rectification or to deliver a new item free from defects. In the case of rectification, we are obliged to bear all expenses necessary for the rectification, in particular transport, travel, labor, and material costs, unless these increase because the delivered item has been transported to a location other than the place of fulfillment.

8.5 If rectification fails, which can be assumed at the earliest after the 2nd attempt at rectification or subsequent fulfillment, the client is entitled, at its option, to demand rescission or reduction. Unless otherwise specified below (paragraphs 6, 7, and 8), further claims of the client - regardless of the legal grounds - are excluded. Therefore, we are not liable for damages that did not occur to the delivered item itself; in particular, we are not liable for production downtime, business interruption, the cost of any recall action, loss of profit, or other financial losses of the client. In the case of foreign transactions, the following applies: In cases where rectification by us would involve unreasonable effort and disproportionate costs, we may request the client to carry out or have the necessary repairs carried out in such cases. The costs incurred by the client for the execution of the necessary rectification work will then be reimbursed by us, provided that the assignment has been approved by us beforehand.

8.6 We are liable according to statutory provisions if the client asserts claims for damages based on intent or gross negligence, including intent or gross negligence of our representatives or vicarious agents. However, to the extent that no intentional breach of contract is attributed to us, liability for damages is limited to the typically foreseeable damage.

8.7 We are liable according to statutory provisions if we culpably violate a material contractual obligation; material contractual obligations are those whose fulfillment characterizes the contract and on which the client can rely. In this case, however, liability for damages is limited to the typically foreseeable damage.

8.8 Liability for culpable violation of life, body, or health remains unaffected; this also applies to mandatory liability under the Product Liability Act and for illegal acts.

## **9. Limitation Period**

Claims of the client against us - regardless of the legal basis - become time-barred after one year from their inception. This does not apply in cases of §§ 438 para. 1 No. 2 and 634a para. 1 No. 2 BGB. This also does not apply in the case of intent or fraudulent concealment of a defect or if we have assumed a guarantee. This limitation period also does not apply to claims for damages in cases of injury to life, body, or health, freedom, claims under the Product Liability Act, as well as in the event of grossly negligent breach of duty or breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment characterizes the contract and on which the client can rely. A change in the burden of proof to the detriment of the client is not associated with the above provisions.

## **10. Intellectual Property and Confidentiality**

10.1 All intellectual property rights to the goods delivered by us and their invention, development, and manufacture (including improvements) are and remain our property, and at our request, you will take all necessary steps and create documents required to confirm these rights.

10.2 The price of our goods, our intellectual property, all information that we consider worthy of protection, and the commercial terms of the contract, as well as our trade secrets, are trade secrets and confidential, and you must keep them secret for a period of five years from the termination of the contract. You may disclose this information to the extent required by law or judicial determination, provided you inform us (to the extent permitted by law) before disclosure and agree with us on the scope of disclosure.

10.3 You indemnify us against all claims based on the infringement of intellectual property to the extent that this is caused by our compliance with the specifications provided by you.

## **11. Force Majeure**

We are not responsible for non-compliance with our contractual obligations to the extent that this is due to an event beyond our control, such as force majeure, war, acts of war, riots, pandemics or epidemics, fire, explosions, accidents, floods, sabotage, strikes, failures of production facilities or machinery, lack of necessary fuel, electricity, raw materials, packaging, or transportation, delay in delivery, or other breaches of contract by our suppliers, as well as economic sanctions or trade restrictions or legal or regulatory orders.

## **12. Termination**

12.1 We are entitled to terminate the contract or parts thereof without affecting claims that have already arisen, (i) immediately if you are in arrears with due payments or in the event of the opening of insolvency proceedings over your assets; (ii) in case of a breach of a contractual obligation as soon as you, if it is curable, have not rectified the breach within 30 days after our notification of the breach.

12.2 Termination of the contract does not affect claims that have already arisen.

### **13. General**

13.1 These General Terms of Delivery are the final agreement between you and replace all previous oral or written agreements, arrangements, or regulations.

13.2 Any amendment or supplement to the contract, including this clause 13.2, must be made in writing and signed by us.

13.3 To the extent that a provision of the contract is found by a competent court to be unlawful, invalid, unenforceable, or unethical, this shall not affect the other provisions of the contract to the extent that they are separable; in this case, these other provisions shall remain unaffected.

13.4 Failure by us to enforce provisions of the contract does not constitute a waiver of our rights under the contract.

13.5 You are not entitled to transfer rights or obligations under the contract to third parties without our written consent. Third parties have no right to enforce the provisions of the contract.

13.6 You must comply with all applicable laws, regulations, and standards, including export control regulations.

### **14. Applicable Law and Jurisdiction**

The contract is subject exclusively to German law, to the exclusion of the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). If you have your registered office or registered branch in a member state of the European Union, Iceland, Switzerland, or Norway, the exclusive place of jurisdiction for all disputes or claims arising out of or in connection with the contract ("Disputes") is Bonn, Germany. If this is not the case, all disputes shall be finally settled without recourse to ordinary courts by an arbitral tribunal in Cologne, in accordance with the rules of the German Institute for Arbitration (DIS) and by one or more arbitrators appointed in accordance with these rules. The language of the arbitration proceedings is German.