

**General Terms and Conditions for the purchase of Products and Services by sonnen GmbH ("sonnen") re. B2B, Last amended January 2021**

**1. Definitions**

1.1 "Acceptance" shall mean that sonnen accepts the Scope in writing or is deemed to have accepted the Scope in the manner specified by the Agreement.

1.2 "Affiliate" shall mean in reference to a Person, any other Person that: (a) directly or indirectly controls or is controlled by the first Person; or (b) is directly or indirectly controlled by a Person that also directly or indirectly controls the first Person. A Person controls another Person, if that first Person has the power to direct or cause the direction of the management of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. An Affiliate of sonnen is also an Affiliate of Royal Dutch Shell, plc.

1.3 "Agency Personnel" shall mean those Supplier Personnel who are not direct employees, but are working under the direct control and supervision of Supplier Group.

1.4 "Agreement" shall mean the Agreement executed by the Parties and any annex, exhibit, attachment, addendum and amendment referenced herein and made a part hereof according to which sonnen is ordering and Supplier is delivering the Contract Product.

1.5 "Anti-Corruption Laws" 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.

1.6 "Applicable Law" shall mean where applicable to a Person, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licences, and authorisations.

1.7 "Authorities" shall mean the government and any county, municipality, local government, or other political subdivision, instrumentality, ministry, or department which has jurisdiction over any part of scope, or any county, municipality, local government or other political subdivision thereof.

1.8 "Books and Records" shall mean books, accounts, contracts, records, and documentation, in electronic format, or otherwise, in respect of the Agreement and performance of scope.

1.9 "CMRT" shall mean Conflict Minerals Reporting Template issued by sonnen to be completed by the Supplier and its supplier on request of sonnen to document compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 13(p) of the Securities Exchange Act of 1934.

1.10 "Confidential Information" shall mean any and all information and data, including, but not limited to, the terms of contracts, any kind of business, commercial, financial, intellectual property, customer or technical information, and data disclosed by one of the Parties in connection with this Agreement or relating to the Parties business relationship or the definition, development, marketing, selling, manufacture or distribution of Contract Products, whether disclosed orally, in writing or electronically and irrespective of the medium in which such information or data is embedded, whether in tangible form or contained in an intangible storage medium. Confidential Information shall include any copies or abstracts made thereof as well as any Contract Product, apparatus, modules, samples, prototypes or parts thereof.

1.11 "Conflict Countries" shall mean the Democratic Republic of Congo or any of the following adjoining countries, Angola, Burundi, Central African Republic, Rwanda, South Sudan, Tanzania, Uganda or Zambia, as further defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 13(p) of the Securities Exchange Act of 1934.

1.12 "Conflict Minerals" shall mean the minerals cassiterite (tin), columbite-tantalite (tantalum), gold and/or wolframite (tungsten) and as further defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 13(p) of the Securities Exchange Act of 1934.

1.13 "Consequential Loss" shall mean (a) indirect or consequential losses; and (b) loss and/or deferral of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the Agreement.

1.14 "Contract Price" shall mean the total amount payable by sonnen to Supplier in accordance with the Agreement.

1.15 "Contract Product" shall mean any product or service to be manufactured, sold, delivered, and/or provided by Supplier to sonnen or on sonnen's behalf.

1.16 "Delivery Schedule" or "Forecast" shall mean any communication by sonnen to Supplier showing future delivery dates, locations and quantities of Contract Products. Delivery Schedules can have many forms including but not limited to six months rolling forecasts, blanket orders or Purchase Orders.

1.17 "Development" shall mean any sustainable enhancement or entire new planning and development of a Contract Product.

1.18 "Effective Date" shall mean the last date of signature by a Party to sign this SSA.

1.19 "Force Majeure Event" shall have the meaning as defined in Article 13 of this Agreement.

1.20 "HSSE" shall mean health, safety, security, and environment.

1.21 "HSSE Standards" shall mean (a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to Supplier by or on behalf of sonnen, designed to manage HSSE risks during performance of scope under the Agreement; (b) all Applicable Laws relating to HSSE; and (c) any other rules and procedures in force at a relevant sonnen Worksite at the time of performance of scope.

1.21 "Indemnify" shall mean release, save, indemnify, defend, and hold harmless.

1.22 "Intellectual Property Rights" means any and all: (a) copyrights, trademarks, trade names, domain names, goodwill associated with trademarks and trade names, designs, and patents; (b) rights relating to innovations, know-how, inventions, trade secrets, and confidential, technical, and non-technical information and processes; (c) moral rights, mask work rights, author's rights, and rights of publicity; and (d) other industrial, proprietary and intellectual property related rights anywhere in the world, that exist as of the Effective Date or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation.

1.23 "Joint Venture" shall mean any entity (a) which itself is not an Affiliate of sonnen; (b) in which an Affiliate of sonnen has a direct or indirect ownership interest; and (c) the activities of which are related to the Scope.

1.24 "Liabilities" shall mean liabilities for all claims, losses, damages, costs (including legal fees), and expenses.

1.25 "Liens" shall mean any liens, attachments, charges, claims, or other encumbrances against Scope or property of sonnen and its Affiliates.

1.26 "Liquidated Damages" shall mean the amounts agreed in the Agreement that Supplier must pay to sonnen if certain events or obligations as specified in the Agreement are not achieved or not timely achieved.

1.27 "Party" or "Parties" shall mean individually or collectively sonnen and/or Supplier, or any Participating Affiliate) individually or as contracting parties to an agreement concluded pursuant to this Agreement, as the case may be.

1.28 "Participating Affiliate" shall mean any Affiliate having agreed to be bound by this Agreement pursuant to Article 2. below.

1.29 "Person" shall mean (a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.

1.30 "Personal Data" shall mean any information relating to an identified or identifiable individual, unless otherwise defined under Applicable Law related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.

1.31 "Purchase Order" or "Order" shall mean a legally binding Agreement stating the delivery of a specified amount of Contract Products at a specified delivery time.

1.32 "Related Party" means in relation to a Party (a) its subsidiaries, directors or employees, contractors, agents; or (b) any other person or entity, when acting for or on behalf of a Party or otherwise involved in the performance of the Agreement.

1.33 "Restricted Jurisdiction" shall mean a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws. As of the date of this Agreement, Restricted Jurisdictions include Cuba, Crimea and Sevastopol, Iran, North Korea, Sudan and Syria.

1.34 "Restricted Party" shall mean any individual, legal person, entity or organisation that is: (i) resident, established or registered in a Restricted Jurisdiction; (ii) classified as a US Specially Designated National or otherwise subject to blocking sanctions under Trade Control Laws; (iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws), or acting on behalf of, persons, entities or organisations described in (i) or (ii); or (iv) a subsidiary, branch, director, officer or employee of a legal person, entity or organisation described in (i), (ii) or (iii).

1.35 "Results" shall mean any results deriving from a Development, incl. but not limited to any Intellectual Property Rights arising, any documents, drawings, technical descriptions, data collections, prototypes and documentations whether in oral, written or electronic form being connected to such Developments.

1.36 "Scope" shall mean the Contract Product to be delivered or the Services to be performed, as the case may be, by or on behalf of Supplier under this Agreement, and all other activities and obligations to be performed by or on behalf of Supplier under this Agreement.

1.37 "Services" are the services to be supplied by Supplier under the Agreement, including the results of those services.

1.38 "Software" shall mean any software forming part of the Scope or necessary for the intended use of the Scope, including, as applicable, the database and all machine codes, binaries, object codes or source codes, whether in a machine or human readable form, and all improvements, modifications, and updates, flow charts, logic diagrams, passwords, and output tapes, and any future updates, releases, and generally available associated software items, together with the licence to use them or ownership rights in them.

1.39 "Specification" shall mean the design, manufacturing and/or test specifications and requirements provided by one Party to the other, as applicable, agreed to in writing by the Parties under an Agreement.

1.40 "Subcontract" shall mean any contract between Supplier and a Subcontractor or between a Subcontractor and another Subcontractor of any tier for the performance of any part of scope, including any call off under framework agreements of sonnen or an Affiliate of sonnen and supply agreements for materials.

1.41 "Subcontractor" shall mean any party to a Subcontract, other than sonnen and Supplier, including any employers of Agency Personnel (except as explicitly provided otherwise).

1.42 "Supplier Equipment" shall mean any machinery, plant, tools, equipment, goods, materials, supplies, and other items (including all appropriate associated spare parts, storage containers, packing, and securing) owned or contracted for by Supplier, provided title has not passed and will not pass to sonnen under the Agreement.

1.43 "Supplier Group" shall mean: Supplier and (a) its subcontractors, (b) any Affiliate of Supplier or its subcontractors; and (c) any director, officer, employee, other Person employed by or acting for and on behalf of Supplier, its subcontractors, or the Affiliates of Supplier and its subcontractors.

1.44 "Supplier Personnel" shall mean any individual provided by Supplier Group, whether directly or indirectly, and assigned to work in connection with the performance of scope, whether or not an employee of Supplier Group.

1.45 "Taxes" shall mean all taxes, duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority of the country where the Contract Product is provided or any other country in accordance with Applicable Law.

1.46 "Trade Control Laws" shall mean any laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the imports, export, re-export, transfer or otherwise trade of goods, services or technology, and any other similar regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including those of the European Union, the United Kingdom, the United States of America or any government laws in relation to the above matters applicable to a party involved in the performance of the Agreement.

1.47 "Variation" shall mean a modification or alteration of, addition to, or deletion of, all or part of the Scope.

1.48 "Working Days" shall mean all days from Monday to Friday which are not a German wide public Bank Holiday.

## 2. General Terms, Parties

2.1 These Terms and Conditions establishes the general terms and conditions under which sonnen may purchase and Supplier will provide Contract Products.

2.2 All orders 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.

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

2.4 These Terms and Conditions shall also apply if sonnen executes an order without any reservation despite being aware of any terms and conditions of Supplier that conflict with or deviate from these Terms and Conditions.

2.5 This Agreement is non-exclusive and carries no requirement for sonnen to place any orders or purchase any minimum quantities. Sonnen may acquire the same or similar Scope from other suppliers.

2.6 This Agreement shall apply to the Parties including the Participating Affiliates of the Parties.

2.7 Affiliates may accede to, become bound by, and avail themselves of the rights and remedies of this Agreement by signing or otherwise entering into an Agreement with the other Party. Such Participating Affiliate shall then be bound mutatis mutandis as sonnen and Supplier by the terms and conditions of this Agreement as having entered into the Agreement by itself.

2.8.1 Supplier is an independent contractor in all aspects of performance under the Agreement. Supplier is responsible for the method and manner of performance to achieve the results required by the Agreement.

2.8.2 Neither the Agreement nor its performance creates a partnership or joint venture. No party is appointed as agent of the other. The Agreement does not permit Supplier to make any commitment on behalf of sonnen or its Affiliates.

2.8.3 Supplier and Supplier Personnel are not to be considered employees of any member of sonnen or its Affiliates and are not eligible to participate in any of sonnen's or sonnen Affiliates' employee benefit plans. Supplier will indemnify sonnen for any liabilities related to claims for private or governmental benefits by Supplier or Supplier Personnel.

2.9 For the avoidance of doubt, a Participating Affiliate will not become jointly and severally liable for the obligations of any other Party or Participating Affiliate.

## 3. Order Process

3.1 Orders of sonnen will be done in writing, by facsimile or in electronic form (via e-mail). The content of oral agreements will only be binding if confirmed by written notice or in an electronic form.

3.2 Supplier is bound to the terms and conditions specified in its offer. This includes but is not limited to any and all Specifications as well as delivery terms and times specified in an offer.

3.3 In its correspondence with sonnen Supplier has to add the order number, its full company name, its contact details as well as the corresponding sonnen item number.

3.4 Supplier will issue immediately, latest within two Working Days after receiving the order from sonnen, an order confirmation to be sent to sonnen including a confirmation regarding the binding delivery time and payment terms. If Supplier does not submit an order confirmation within the term set sonnen is free to cancel an order any time without any further costs.

3.5 If sonnen places a call-off based on a framework contract entered into by the Parties this call-off shall be binding within two Working Days after it was placed if Supplier does not object.

3.6 sonnen may change time and place of delivery at any time by written or electronic notice subject to a term of five Working Days before the agreed

delivery date. Same applies with regard to Specifications insofar as these can be implemented in the production processes of Supplier without considerable additional costs. sonnen will reimburse Supplier the proven and appropriate additional costs arising hereby. If any of the proposed changes will lead to a delay in delivery that cannot be avoided with reasonable efforts in the ordinary production- and operational processes of Supplier agreed delivery terms will be adapted accordingly. Supplier shall inform sonnen latest two Working Days after receipt of a notice in accordance with sentence 1 from sonnen about expected additional costs or delays in delivery by written notice.

3.7 If not acknowledged by sonnen Supplier is not allowed to subcontract any third party without prior written consent of sonnen.

#### 4. Delivered Documents, Industrial Property Rights

4.1 sonnen shall remain the holder of all copyrights and exploitation rights to the plans, constructional drawings and presentations transferred within the framework of the execution of the order, as well as to all illustrations, drawings, records, construction plans, circuit diagrams and other documents ("Documents"), whether in written or electronic form, which have been prepared by sonnen. They must not be made accessible to third parties or exploited by Supplier without authorisation by sonnen.

4.2 Upon request by sonnen, all Documents shall be returned with the assurance that no copies have been prepared. Supplier shall be liable for any use of the information and documents held in its possession that conflicts with these Terms and Conditions.

#### 5. Prices, Payment Terms

5.1 Agreed prices are fixed net prices in Euro. The prices are all-inclusive except for value added tax or sales tax.

5.2 Any increase of prices is subject to prior written agreement between the Parties.

5.3 Supplier will invoice only after acceptance of Scope, except as otherwise provided in the Agreement.

5.4 sonnen will pay Supplier any undisputed amount within the time period specified in the Agreement after receipt of a correct and adequately supported invoice but anyway not earlier than 40 days after acceptance. An invoice is considered unsupported when sonnen cannot reasonably verify the legitimacy or accuracy of the invoice using the information provided by Supplier or if supporting documentation to verify the delivery is missing.

5.5 Payment of an invoice shall not be deemed as (i) acceptance of the Contract Product or Services; (ii) an accord and satisfaction of itself, or otherwise a limitation of the rights of the parties in connection with the Scope; or (iii) an evidence that the Scope was performed in accordance with the Agreement.

5.6 If sonnen disputes an invoice, sonnen may withhold payment of any disputed part of an invoice and pay only the undisputed part. sonnen may, by submitting a written notice to Supplier, set off any liabilities between Supplier and sonnen arising out of an Agreement or any other contract entered into by and between the parties. Any exercise by sonnen of its rights under this provision will be without prejudice to any other rights or remedies available to sonnen.

#### 6. Taxes

6.1 Supplier will be responsible for payments of all taxes, and any interest, fines, or penalties for which sonnen is liable for, such as (i) income, profits, assumed profits, capital gains, turnover, or supply arising directly or indirectly from the performance of Scope; (ii) wages and salaries (in compliance with the provisions of the German Act on Minimum Wages (Mindestlohngesetz)), and all other remuneration or compensation paid directly or indirectly to Supplier Personnel in performance of the Agreement in the country where applicable; and (iii) import or export of tooling used by Supplier, or the movement of Supplier Personnel across national or territorial boundaries (including, for example, visa or passport fees) related to performance of Scope. Supplier will ensure that any Subcontract has terms and conditions relating to taxes similar to those provided in this Article.

6.2 If indirect taxes apply, Supplier will add them to the invoice as a separate item, and sonnen will pay them in addition to the Contract Prices.

6.3 Where required under Applicable Laws, sonnen will withhold and pay over to relevant Authorities, taxes from amounts payable to Supplier. That sum is a corresponding discharge of sonnen's liability to Supplier under the Agreement. If Supplier holds a valid exemption certificate, it will provide copies or further information to substantiate an entitlement to avoid the withholding, which sonnen may then rely on to apply the exemption.

#### 7. Terms of Delivery

7.1 The delivery dates defined in an order are binding.

7.2 Acceptance of the Contract Products at the place of delivery as defined by sonnen will be during Working Days between 07.00 and 16.30. Out of these times acceptance of the Contract Products shall only take place after written confirmation by sonnen.

7.3 On the day of shipment Supplier shall issue a written notice of shipment to sonnen containing a detailed information incl. but not limited to number of items, weight, measurements and order details.

7.4 Bulky Contract Products are to be secured in accordance with Applicable Laws.

7.5 Without prior written notice of sonnen Supplier is not entitled to deliver partial shipments.

7.6 In case of any late delivery Supplier is liable for sonnen has the right to claim Liquidated Damages of an amount of 0,5 % of the delivery value for each day of delay but not more than 10 % of the value of the respective delivery. sonnen is entitled to claim Liquidated Damages beside fulfilment of the Agreement.

#### 8. Shipment, Passing of Risk

8.1 Unless otherwise provided for in the order confirmation, delivery shall be DDP (Incoterms 2010).

8.2 Supplier retains risk of loss of and damage to the Contract Products until delivery is complete in accordance with the Incoterms in any case where Incoterms are specified, otherwise when sonnen takes physical possession of the Contract Products.

8.3 Title to the Contract Products will pass to sonnen at the earlier of: (i) risk of loss of and damage to the Contract Products passing to sonnen; or (ii) as sonnen makes payment for the Contract Products.

8.4 Supplier will pack the Contract Products to ensure that they will be transported and unloaded safely. Supplier represents that, on delivery, the Contract Products will have been accurately described, classified, marked, and labelled, in accordance with the Agreement, all Applicable laws, and the then applicable standards of practice.

#### 9. Warranty and Liability

9.1 Supplier warrants that the Contract Products and Services supplied in connection with the performance of the Scope will be (i) without fault, defect, or deficiency; (ii) new on delivery, unless otherwise specified in the Agreement; (iii) fit for use for any purpose specified in the Agreement; and (iv) in strict conformance with the Agreement and any Specification supplied by sonnen to Supplier and agreed to as part of the Agreement.

9.2 Unless a different period is specified in an order, Supplier's warranty for Contract Products and Services applies to all defects arising within 24 months of sonnen's acceptance of the Contract Products.

9.3 Following Acceptance by sonnen of the Contract Products, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.

9.4 Supplier will perform its services diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the Agreement and all standards of practice. Supplier will furnish all skills, labour, supervision, equipment, goods, materials, supplies, transport, and storage required for its Services.

9.5 Supplier warrants good and clear title to Scope supplied. Supplier will not permit sonnen to place any Liens or claim any Liens. Supplier will immediately notify sonnen and promptly remove any Liens by Supplier.

9.6 Liability for loss of and damage to property and for personal injury, death, or disease to any Person, arising in connection with the Agreement, will be determined in accordance with Applicable law.

9.7 Neither party will be liable to the other for that other party's own Consequential loss, regardless of negligence or other fault.

9.8 Neither party excludes or limits its Liabilities to the extent they may not be excluded under Applicable Law.

9.9 Any limitation of liability in this Article will not apply in the case of wilful misconduct or gross negligence, in the case of injuries to life, body and health, in the loss or damage is attributable to an infringement of duties essential to the implementation of the contract, performance of which the parties may therefore rely on, in case of a breach of a guarantee or in case of a breach of the Product Liability Act (Produkthaftungsgesetz).

#### 10. Quality, Inspection, Testing, Acceptance

10.1 Supplier must have quality assurance programs in place adequate to support its performance of Scope.

10.2 In the event that performance of the Scope requires Supplier or Supplier's Personnel to access sonnen's technical information or resources (including sonnen's infrastructure), Supplier will sign and comply with sonnen's standard terms and conditions for access and security, unless other terms applicable to the Agreement were agreed on by the parties in writing.

10.3 To confirm the Scope complies with the Agreement, Supplier will perform all tests and inspections required by the Agreement, Applicable Laws and, unless otherwise specified in the Agreement, standards of practice.

10.4 Supplier will request Acceptance from sonnen i) of Contract Products by completion of delivery; or ii) of Services by writing on completion of the Scope. Other than to start the period for any warranty of limited duration, Acceptance does not limit or waive any remedies.

10.5 If defects in Scope are determined, Supplier will provide a plan to remedy the defects and will remedy the defects in an expeditious manner. Without prejudice to other remedies it may have, sonnen may perform or have others perform some or all of the remedial actions, and Supplier will pay or promptly reimburse sonnen for all costs Supplier would have been liable for under the Agreement where (i) emergency situations or other HSE risks require the immediate performance of remedial actions; (ii) Supplier presents a plan which does not provide for expeditious completion of warranty work; or (iii) Supplier does not timely complete the actions according to the agreed schedule. Supplier's warranties against defects are assignable, and Supplier will assign to sonnen all manufacturers' warranties or will pursue for sonnen or its assignee all warranties that cannot be assigned.

#### 11. Suspension, Term and Termination

11.1 sonnen may suspend the agreement or part of the scope for cause by written notice with immediate effect pending sonnen's decision on termination where sonnen concludes it has grounds to terminate the Agreement for cause. Where suspending for cause, Supplier will not be entitled to any variation or other compensation.

11.2 sonnen may suspend the Agreement or part of the Scope for convenience at its own discretion with seven days' prior written notice. Supplier may seek a variation if actions required by suspension impact the schedule or timing of the Scope.

11.3 sonnen may at any time withdraw by written notice all or part of a suspension and Supplier will resume performance.

##### 11.4. Termination by sonnen for cause

11.4.1 sonnen may terminate the Agreement or part of the Scope for cause by written notice with immediate effect if (i) in connection with the performance of the Agreement, Supplier breaches its own Business Principles, or if it has no equivalent principles, then the sonnen's Business Principles as defined in Art. 14.; (ii) Supplier violates Anti-Corruption Laws, applicable competition laws, Trade Control Laws, other Applicable Laws, or HSE Standards or causes sonnen to be in violation of those laws or HSE Standards; (iii) Supplier becomes a Restricted Party; or (iv) Supplier is subject to an Insolvency Event.

11.4.2 sonnen may terminate the Agreement or part of the Scope for cause where sonnen determines Supplier in material breach of a term or condition of the Agreement other than those set out in the preceding paragraph. Sonnen will first provide written notice which may require Supplier to remedy the breach, or sonnen may terminate the Agreement if sonnen determines the breach is not capable of timely remedy, or it is not subsequently remedied.

##### 11.5 Termination by sonnen for convenience

sonnen may terminate the Agreement or part of scope for convenience at its own discretion with 30 days' prior written notice.

##### 11.6. Termination by Supplier for cause

11.6.1 Supplier may terminate the Agreement if sonnen fails to pay an undisputed amount to Supplier that is properly presented, due, and payable for more than 60 days and exceeds 5% of the Contract Price, assuming complete performance of the Agreement, subject to (i) Supplier giving sonnen with prior written notice specifying the unpaid amount which is due and payable for more than 60 days and requiring it to be paid within a further period of 45 days of such notice; and (ii) sonnen's failure to cure or provide proper grounds for non-payment during the notice period.

11.6.2 Where non-payment is related to the exercise of a valid set-off or withholding right, these termination rights will not apply.

11.6.3 Supplier may terminate the Agreement with prior written notice of at least 30 days when sonnen has materially and substantially breached the terms of the Agreement.

11.6.4 In the case of termination of the Agreement by Supplier for reasons permitted under this sub-article, sonnen will pay those amounts that would be due to Supplier in the event of termination for convenience of the Agreement by sonnen.

##### 11.7 Supplier's obligations on Termination

On any termination, Supplier will promptly cease performance, give access to the Scope in progress, avoid unreasonable interference with others, and take reasonable steps to allow sonnen to complete the Scope, including turning over all documentation for the Scope which was to be supplied in connection with the Agreement.

##### 11.8 Compensation in the Event of Termination

11.8.1 If sonnen terminates the Agreement or part of the Scope for cause, sonnen will determine and pay (subject to valid set offs) the amounts owed to Supplier for Scope properly performed in accordance with the Agreement prior to termination.

11.8.2 If sonnen terminates the whole of the Agreement "for convenience" or Supplier validly terminates for non-payment, sonnen will also pay reasonable, unavoidable, and auditable demobilisation costs that sonnen has specifically agreed elsewhere in the Agreement to pay on termination for convenience by sonnen.

#### 12. Insurance

Prior to commencement of performance, Supplier will arrange any insurance required by Applicable Law, and maintain that insurance in effect throughout the duration of the Agreement. Satisfaction of the obligation to procure insurance and perform other actions in connection with this Article will not relieve Supplier of any other obligations or liabilities.

#### 13. Data Protection

13.1 The parties may provide each other with personal data in the course of the performance of this Agreement, 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.

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

13.3 Where Supplier 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 Supplier 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 Supplier for its own advertising purposes (for ex. to dispatch information materials).

#### 14. Applicability of the General Business Principles of Shell

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

14.1 Supplier declares that it will comply with the Applicable Laws in the course of the performance of this Agreement 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. Supplier will notify sonnen immediately of any material breaches in the performance of its contractual services. Reference is made to clause 14.8.

14.2 Supplier agrees to have taken notice of the Shell General Business Principles and the Shell Code of conduct available at <https://www.shell.com/about-us/our-values.html> Supplier agrees furthermore that it will adhere to the principles contained in the Shell General Business Principles and Code of Conduct (or where Supplier 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 Supplier 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. Supplier will immediately notify sonnen if Supplier 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 Supplier 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. Supplier 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 Supplier is possible for sonnen.

14.5 Supplier 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 Suppliers facilities. Based on the findings of such an audit the parties will settle any amounts charged incorrectly within 45 days of any audit finding; and Supplier will provide or re-perform any Scope where the requirement to do so is identified by any audit within 45 days of any audit finding.

14.6 Supplier 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.

14.6.1 Supplier will ensure that, except with the prior written consent of sonnen: (i) Items provided by sonnen are not exported, provided, or made available to any Restricted Jurisdiction or Restricted Parties; (ii) Supplier Personnel with access to sonnen’s technical information, information technology resources (including sonnen’s infrastructure), or sonnen worksites, are not Restricted Parties or nationals of a Restricted Jurisdiction; and (iii) Supplier will not utilise Subcontractors that are Restricted Parties.

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

14.8 Where required by sonnen, Supplier will perform at its own expense security background checks and obtain entry credentials for Supplier Personnel on sonnen or sonnen Affiliates’ worksites

14.9.1 Supplier will participate in business performance reviews to discuss HSE performance, Supplier’s financial condition and other key performance indicators (KPIs).

14.9.2 The frequency of business performance reviews will be established by the Scope description or alternatively, by sonnen’s representative.

14.10 If Supplier supplies staff that work on behalf of sonnen or represent sonnen, Supplier commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

14.11 Supplier will Indemnify sonnen and its affiliates upon first demand for any Liabilities and any third-party claims arising out of Supplier’s breach of any provision of this clause.

## 15. Compliance with REACH Regulation

15.1 In all cases where applicable due to the Scope performed, Supplier agrees to comply with Regulation (EC) No. 1907/2006 (“REACH”), and Supplier warrants that: (i) any substances, within the meaning of the REACH regulation, in the Scope have been validly pre-registered or immediately registered (as applicable) in accordance with REACH (and Supplier will confirm and provide evidence of compliance in writing to sonnen prior to dispatch of those items); (ii) where

substances in the Scope have been pre-registered, Supplier will take all necessary steps to ensure that those substances are validly registered in accordance with REACH according to the deadlines set out in REACH); (iii) any registration will cover sonnen’s uses and applications of the substances (or those of sonnen’s customers) where they have been notified to Supplier (or to Supplier’s “only representative” if appointed and notified to sonnen) no later than three months before the relevant registration deadline; and (iv) any registration will be kept up-to-date (including any relevant amendment to uses).

15.2 Supplier will immediately notify sonnen in writing if any substance in the Contract Products may or has become subject to an authorisation or restriction under REACH or where any circumstance has arisen that would call into question whether any substance in the Scope is adequately registered.

15.3 Supplier will provide sonnen with a copy of current safety data sheets for Contract Products in the format and containing the information required by REACH. Supplier will send a copy of the safety data sheet in the language and to the address or contact as advised by sonnen.

15.4 In case that in the context of this Agreements Waste/Products/Raw Materials in the meaning of dangerous goods regulations are dispatched Supplier agrees to comply with all applicable dangerous goods regulations requirements.

15.5 Supplier obligates itself to use any energy provided by sonnen in an environmentally and cost conscious manner.

## 16. Confidential Information

16.1 Obligations in Connection with Confidential Information

16.1.1 Supplier will not disclose or permit a disclosure to a third party Confidential Information without the prior written consent of sonnen and will use sonnen’s Confidential Information only in connection with performance of the Agreement.

16.1.2 Information that Supplier can prove at disclosure is public knowledge, in the possession of Supplier without binder of secrecy, or developed independently of sonnen’s Confidential Information is not Confidential Information. Restrictions on disclosure of sonnen’s Confidential Information will cease if Supplier can prove that the information had become part of the public knowledge through no fault of Supplier or is subsequently disclosed to Supplier without an obligation of confidentiality by a third party who has the legal right to do so.

16.1.3 On sonnen’s request, Supplier will return promptly any Confidential information and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any Confidential Information.

16.2 Supplier Information

Except where the obligation is expressly stated elsewhere in the Agreement or through a separate agreement, sonnen will not have an obligation of non-disclosure or non-use regarding information provided by Supplier.

16.3 External Communications

Supplier must obtain written approval from sonnen before proceeding with any external communications in connection with the Agreement, disclosure of business relationships, or use of sonnen’s trademarks.

16.4 Any information supplied by sonnen is the property of sonnen and will not be used by Supplier for any purpose other than for performance of the Agreement.

## 17. Intellectual Property

17.1 Except for Intellectual Property Rightly vested with Supplier as provided below, all ownership rights, title, and interest in and to the Scope and all work products will vest in sonnen. This Agreement does not grant Supplier any rights, title, or interest in or to sonnen’s Intellectual Property Rights, other than those set out in the Agreement. Intellectual Property Rights created by modifications, amendments, enhancements, or improvements (including tailor-made to the specifications of sonnen) to sonnen’s Intellectual Property Rights, or made using sonnen’s Confidential Information, will vest with sonnen or its nominee when created.

17.2 Supplier, warranting that it is entitled to do so, grants to sonnen the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and licence, with the right to grant sub-licences, to possess, and use any of Supplier’s Intellectual Property Rights embodied in the Scope, including the right to import, export, operate, sell, maintain, modify and repair the Scope. Supplier warrants that any possession or use of the Scope as delivered by Supplier or of Supplier’s Intellectual Property Rights will not infringe the Intellectual Property Rights of any third party.

17.3 sonnen’s ownership rights in the Scope under this Article will not extend to Supplier’s Intellectual Property Rights that (i) pre-existed the performance under the Agreement; (ii) are developed independently from performance of the Agreement; or (iii) are used by Supplier in connection with or to perform the

Agreement, but are not based on or arising out of sonnen's Intellectual Property Rights or Confidential Information.

17.4 Supplier will Indemnify sonnen, assignees, transferees, and sublicensees permitted by this Agreement for any Liabilities resulting from any claim that the ownership possession or use of any Scope or work product infringes or misappropriates the Intellectual Property Rights of any third party.

#### **18. Force Majeure**

18.1 sonnen and Supplier are each excused from performance of the affected part of an obligation of the Agreement while performance is prevented by a Force Majeure Event unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.

18.2 Only the following are Force Majeure Events: (i) riots, wars, blockades, or threats or acts of sabotage or terrorism; (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, or tornadoes; (iii) radioactive contamination, epidemics, pandemics, maritime or aviation disasters; (iv) strikes or labour disputes at a national or regional level or involving labour not forming part of Supplier or sonnen, which materially impair the ability of the party claiming force majeure to perform the Agreement; (v) government sanctions, embargoes, mandates, or laws, that prevent performance; (vi) except as expressly provided otherwise in the Agreement, inability of a party to timely obtain licences, permits, or Authorities' consent required for performance; or (vii) non-performance of a party's Subcontractor where the Subcontractor has been or is affected by one of the above Force Majeure Events. However, performance will only be excused under this sub-paragraph if the parties to the Agreement agree that substitute performance by another Subcontractor is impracticable under the circumstances.

18.3 A party whose performance is delayed or prevented will use reasonable endeavours to notify the other party and mitigate the effects of any Force Majeure Events.

18.4 sonnen may terminate the Agreement or part of the Scope if any Force Majeure Event results in a delay that exceeds 90 consecutive or 180 cumulative days.

#### **19. Place of Jurisdiction and Place of Performance**

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

19.2 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 Supplier at the Supplier's registered office.

19.3 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.

#### **20. Final Provisions**

20.1 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.

20.2 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.

20.3 Supplier 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.

20.4 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.