

General Terms and Conditions for the Purchase of Products and Services by sonnen GmbH (“sonnen”) in the B2B Sector. Status August 2025

1. Definitions

1.1. “Acceptance” means that sonnen accepts the subject matter of the contract in writing or that it is assumed that the subject matter of the contract has been accepted in the manner specified in the contract.

1.2. “Affiliated company” means, in relation to a person, any other person who: (a) directly or indirectly controls or is controlled by the first person; or (b) is directly or indirectly controlled by a person who also directly or indirectly controls the first person. A person controls another person if the first person has the power to direct or cause the management of the other person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether through the ownership of shares or other capital interests, the holding of voting rights or contractual rights, as a general partner of a limited partnership or otherwise. An affiliate of sonnen is also an affiliate of Shell plc.

1.3. “Temporary workers” are those employees of the Supplier who are not direct employees but who work under the direct control and supervision of the Supplier Group.

1.4. “Contract” means the contract entered into by the Parties and all appendices, schedules, supplements, and amendments referred to in this Contract and forming part of this Contract, pursuant to which sonnen orders the Contract Product and the Supplier delivers it.

1.5. “Anti-Corruption Laws” means the United Kingdom Bribery Act 2010 and all other applicable laws prohibiting tax evasion, money laundering, trafficking in the proceeds of crime, or the bribery of government officials or other

persons, or the granting of unlawful gratuities, kickbacks, or other benefits to them.

1.6. “Applicable law” means, where applicable to a person, object or circumstance, and as amended from time to time: (a) statutes (including regulations made under such statutes); (b) national, regional, provincial, state, municipal or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders of governmental agencies, authorities, and other regulatory bodies; and (e) governmental approvals, permits, licenses, and authorizations.

1.7. “Authorities” means the government and all counties, municipalities, local authorities or other political entities, bodies, ministries, or departments responsible for part of the territory covered by the Agreement, or all counties, municipalities, local authorities or other political entities thereof.

1.8. “Books and Records” means books, accounts, contracts, records, and documentation in electronic or other form relating to the Agreement and the performance of the subject matter of the Agreement.

1.9. “CMRT” means the conflict minerals reporting template issued by sonnen, which must be completed by the supplier and its suppliers upon request by 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” means all information and data, including, but not limited to, the terms of contracts, any type of business, commercial, financial, intellectual property, customer, or technical information and data disclosed by either party in connection with this Agreement or in connection with the business relationship between the parties or the definition, development, marketing, sale, manufacture or

distribution of Contract Products, whether disclosed orally, in writing or electronically, and regardless of the medium in which such information or data is embodied, whether in tangible form or contained in an intangible storage medium. Confidential information includes all copies or extracts thereof, as well as all Contract Products, devices, modules, samples, prototypes, or parts thereof.

1.11. “Conflict countries” are the Democratic Republic of Congo or any of the following neighboring 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” are the minerals cassiterite (tin), columbite-tantalite (tantalum), gold, and/or wolframite (tungsten), 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 damages” means (a) indirect losses or consequential damages and (b) production losses and/or delays, product losses, loss of use, and loss of revenue, sales, or profits, whether direct, indirect, or consequential, and whether or not such losses were foreseeable at the time the contract was entered into.

1.14. “Contract Price” means the total amount payable by sonnen to the Supplier under the Contract.

1.15. “Contract Product” means any product or service to be manufactured, sold, delivered, and/or provided by the Supplier to sonnen or on behalf of sonnen.

1.16. “Delivery schedule” or “forecast” means any communication from sonnen to the Supplier

specifying future delivery dates, locations, and quantities of the Contract Products. Delivery schedules may take many forms, including, but not limited to, rolling six-month forecasts, blanket orders, or purchase orders.

1.17. “Development” means any sustainable improvement or complete redesign and development of a Contract Product.

1.18. “Effective Date” means the last date of signing of this Agreement by a Party.

1.19. “Force Majeure Event” has the meaning defined in Article 13 of these Terms and Conditions.

1.20. “HSSE” means health, safety, and the environment.

1.21. “HSSE Standards” are (a) all HSSE guidelines, manuals, standards, rules, and procedures communicated to the Supplier by sonnen or on behalf of sonnen and which serve to manage HSSE risks during the performance of the Contract Scope; (b) all applicable laws relating to HSSE; and (c) all other rules and procedures applicable at the sonnen site at the time of performance of the Contract Scope.

1.22. “Indemnify” means to hold harmless, protect, compensate, defend, and indemnify.

1.23. “Intellectual Property Rights” means 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 design rights, authors’ rights and publication rights; and (d) other industrial property rights, proprietary rights and intellectual property rights anywhere in the world that exist at the time of entry into force or arise later, as well as all extensions and renewals of the aforementioned rights, regardless of whether these rights have been registered with the competent authorities in the

respective jurisdictions in accordance with the relevant legal provisions.

1.24. “Joint Venture” means any company (a) that is not itself an affiliate of sonnen; (b) in which an affiliate of sonnen has a direct or indirect interest; and (c) whose activities are related to the scope of this Agreement.

1.25. “Liability” means liability for all claims, losses, damages, costs (including legal fees), and expenses.

1.26. “Lien” means any lien, attachment, encumbrance, claim or other charge on the subject matter of the contract or the property of sonnen and its affiliates.

1.27. “Contract damages” means the amounts agreed in the contract that the Supplier must pay to sonnen if certain events or obligations specified in the contract do not occur or do not occur on time.

1.28. “Party” or ‘Parties’ means, as the case may be, individually or collectively, sonnen and/or the Supplier or any affiliated subsidiary, individually or as a party to my agreement entered into pursuant to this Agreement.

1.29. “Participating Affiliated Company” means any affiliated company that has agreed to these provisions in accordance with Article 2.

1.30. “Person” means (a) a natural person or (b) a legal entity, including an individual, a partnership, a limited partnership, a company, a trust, a legal entity, a government, a government agency, an authority or a body, or an unincorporated entity.

1.31. “Personal data” means any information relating to an identified or identifiable individual, unless otherwise defined under applicable law relating to the protection of natural persons with regard to the processing of such information and the security requirements for such information, as well as the free movement of such information.

1.32. “Order” or “Order” means a legally binding contract for the delivery of a specific quantity of Contract Products on a specific delivery date.

1.33. “Affiliated Party” means, in relation to a Party, (a) legal entities that exercise direct or indirect control over a Party to this Agreement (“Parent Companies”), or that are directly or indirectly controlled by a Party or its Parent Company. For the purposes of this definition, “control” or “control” means the direct or indirect holding of more than 50% of the shares or voting rights, (b) its managing directors or employees, contractors, representatives, or (c) any other natural or legal person acting for or on behalf of a party or otherwise involved in the performance of the contract.

1.34. “Restricted Jurisdiction” means a country, state, territory, or region that is subject to comprehensive economic or trade restrictions under trade control laws. At the time of the creation of these terms and conditions, restricted countries include Cuba, Crimea and Sevastopol, Iran, North Korea, Sudan, and Syria.

1.35. “Restricted Party” means any natural or legal person, entity or organization that: (i) is located, established, or registered in a “Restricted Jurisdiction”; (ii) is classified as a “US Specially Designated National” or is otherwise subject to sanctions under the Trade Control Laws; (iii) is directly or indirectly owned or controlled (as interpreted in the relevant Trade Control Laws) of the persons, organizations, or entities described in (i) or (ii) or acting on their behalf; or (iv) is a subsidiary, branch, director, officer, or employee of a legal entity, organization, or entity described in (i), (ii), or (iii).

1.36. “Results” means all results arising from a development, including, but not limited to, all intellectual property rights, all documents, drawings, technical descriptions, data collections, prototypes, and documentation in

oral, written, or electronic form associated with such developments.

1.37. "Subject matter of the contract," "scope of services," "scope of the order" refer to the contractual product to be delivered or the services to be provided by or on behalf of the Supplier under this contract, as well as all other activities and obligations to be performed by or on behalf of the Supplier under this contract.

1.38. "Services" means the services or work to be performed by the Supplier under the Contract, including the results of such services or work.

1.39. "Software" means any software that is part of the Scope of Services or is necessary for the intended use of the Scope of Services, including, where applicable, the database and all machine codes, binary files, object codes or source codes, whether in machine-readable or human-readable form, as well as all improvements, modifications and updates, flowcharts, logic diagrams, passwords and output tapes, as well as all valid updates, releases and generally available related software elements, together with the license to use them or the property rights to them.

1.40. "Specification" means the design, manufacturing, and/or testing specifications and requirements provided by one party to the other, as applicable, and agreed upon in writing by the parties as part of an agreement.

1.41. "Subcontract" means any contract between the Supplier and a subcontractor or between one subcontractor and another subcontractor at any level for the performance of any part of the scope of the Order, including call-offs under framework agreements of sonnen or an affiliate of sonnen and supply contracts for materials.

1.42. "Subcontractor" means any party to a subcontract other than sonnen and the Supplier,

including the employers of the agency's personnel (unless expressly stated otherwise).

1.43. "Supplier's Equipment" means all machinery, plant, tools, equipment, goods, materials, supplies and other items (including all associated spare parts, storage containers, packaging and safeguards) owned by the Supplier or for which it has entered into a contract, provided that ownership has not been transferred or will not be transferred to sonnen under the contract. The term

1.44. "Supplier Group" means: the Supplier and (a) its subcontractors, (b) all affiliated companies of the Supplier or its subcontractors, and (c) all directors, officers, employees, or other persons employed by or acting on behalf of the Supplier, its subcontractors, or the affiliated companies of the Supplier and its subcontractors.

1.45. "Supplier's personnel" means any person provided directly or indirectly by the Supplier Group and working in connection with the performance of the scope of the order, regardless of whether they are employees of the Supplier Group.

1.46. "Taxes" means all taxes, duties, levies, import, export, customs, stamp or excise taxes (including clearing and brokerage fees), fees, surcharges, withholdings, deductions or contributions imposed or levied by any competent authority of the country in which the Contract Product is provided or of any other country in accordance with applicable law.

1.47. "Trade control laws" means all laws relating to trade or economic sanctions or embargoes, lists of parties subject to import restrictions, trade controls on the import, export, re-export, transfer or other trade in goods, services or technology, and all 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 the laws of the European Union, the United Kingdom, the United States of America or any laws relating to the above matters applicable to a party involved in the performance of the contract.

1.48. "Amendment" means a modification or alteration, addition or deletion of all or part of the subject matter of the Contract.

1.49. "Working Days" means all days from Monday to Friday that are not a national holiday.

2. General Terms and Conditions, Parties

2.1 These General Terms and Conditions set out the general terms and conditions under which sonnen may purchase Contract Products and the Supplier may deliver them.

2.2 All orders placed by sonnen are subject exclusively to the following terms and conditions; all contracts are concluded exclusively on the basis of these terms and conditions.

2.3 sonnen does not recognize any conflicting or deviating terms and conditions of the supplier unless sonnen has expressly agreed to their validity in writing.

2.4 These terms and conditions shall also apply if sonnen executes an order without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these terms and conditions.

2.5 This contract is not exclusive and does not oblige sonnen to order or accept minimum quantities. sonnen may obtain the same or a similar scope of services from other suppliers.

2.6 This provision applies to the contracting parties, including the participating affiliated companies of the contracting parties.

2.7 Affiliated companies may join this contract, be bound by it, and exercise the rights and remedies of this contract by signing or otherwise entering into a contract with the other party. Such a participating affiliated company shall then be bound by the terms of this contract mutatis mutandis as sonnen and the supplier, as if it had entered into the contract itself.

2.8 The Supplier is an independent contractor in all aspects of the performance of the Contract. The Supplier is responsible for the manner of performance to achieve the results required by the Contract.

2.9 Neither the Agreement nor its performance shall constitute a partnership or joint venture. Neither party shall be designated as the representative of the other party. The Agreement does not permit the Supplier to enter into any obligations on behalf of sonnen or its affiliated companies.

2.10 The Supplier and the Supplier's personnel shall not be considered employees of sonnen or any of sonnen's affiliated companies and shall not be entitled to participate in the services of sonnen or any of sonnen's affiliated companies. The Supplier shall indemnify sonnen against any liability in connection with claims for private or government benefits by the Supplier or the Supplier's personnel.

2.11 For the avoidance of doubt, a participating affiliated company shall not be jointly and severally liable for the obligations of another party or a participating affiliated company.

3. Order process

3.1 Orders from sonnen shall be made in writing, by fax or in electronic form (by email). The content of verbal agreements shall only be binding if confirmed in writing or in electronic form.

3.2 The supplier shall be bound by the terms and conditions stated in its offer. This includes, but is not limited to, all specifications and the delivery terms and times stated in an offer.

3.3 In its correspondence with sonnen, the supplier must state the order number, its full company name, its contact details and the corresponding sonnen item number.

3.4 The supplier shall immediately, at the latest within two working days of receipt of the order from sonnen, issue an order confirmation to sonnen stating the binding delivery time and the terms of payment. If the supplier does not submit the order confirmation within the specified period, sonnen may cancel the order at any time without further costs.

3.5 If sonnen issues a call-off based on a framework agreement concluded between the parties, this call-off shall become binding within two working days of its issuance unless the supplier objects.

3.6 sonnen may change the time and place of delivery at any time by written or electronic notification with five working days' notice prior to the agreed date. The same applies to specifications, provided that these can be implemented in the supplier's production processes without significant additional effort. sonnen shall reimburse the supplier for any proven and reasonable additional costs incurred as a result. If one of the proposed changes leads to a delay in delivery that cannot be avoided with reasonable effort within the scope of the supplier's normal production and operating processes, the agreed delivery deadlines shall be adjusted accordingly. The supplier shall inform sonnen in writing of any expected additional costs or delivery delays no later than two working days after receipt of a notification from sonnen in accordance with sentence one.

3.7 Unless recognized by sonnen, the supplier may not subcontract to third parties without the prior written consent of sonnen.

4. Delivered documents, industrial property rights

4.1 sonnen shall remain the owner of all copyrights and exploitation rights to the plans, design drawings, and representations provided in connection with the execution of the order, as well as to all illustrations, drawings, protocols, design plans, circuit diagrams, and other documents ("Documents") created by sonnen, regardless of whether in written or electronic form. They may not be made accessible to third parties or used by the supplier without the consent of sonnen.

4.2 At sonnen's request, all documents must be returned with the assurance that no copies have been made. The supplier shall be liable for any use of the information and documents in its possession that contravenes these terms and conditions.

5. Prices, terms of payment

5.1 Agreed prices are fixed net prices in euros. The prices are flat rates excluding value added tax or sales tax.

5.2 Price increases require prior written agreement between the contracting parties.

5.3 The supplier shall only issue the invoice after acceptance of the subject matter of the contract, unless otherwise provided for in the contract.

5.4 sonnen shall pay the supplier undisputed amounts within the period specified in the contract after receipt of a correct and sufficiently documented invoice, but no earlier than 60 days after acceptance. An invoice shall be deemed undocumented if sonnen is unable to adequately verify the legality or accuracy of the invoice based on the information provided by the supplier or if supporting documents for verifying the delivery are missing.

5.5 The settlement of an invoice shall not be deemed (i) acceptance of the Contract Product or Services, (ii) consent and satisfaction or other limitation of the rights of the parties in connection with the scope of performance, or (iii) proof that the scope of performance has been provided in accordance with the Contract.

5.6 If sonnen disputes an invoice, sonnen may withhold payment of the disputed portion of an invoice and pay only the undisputed portion. sonnen may, by written notice to the Supplier, offset all liabilities between the Supplier and sonnen arising from a contract or other agreement between the parties. The exercise of sonnen's rights under this provision shall not affect any other rights or remedies available to sonnen.

6. Taxes

6.1 The Supplier shall be responsible for the payment of all taxes, interest, fines, or penalties for which sonnen is liable, such as (i) income, profits, deemed profits, capital gains, turnover or deliveries arising directly or indirectly from the performance of the contract; (ii) wages and salaries (in accordance with the provisions of the German Minimum Wage Act) and all other remuneration or compensation paid directly or indirectly to the Supplier's personnel in performance of the Contract in the country

where this occurs; and (iii) the import or export of tools used by the Supplier or the movement of the Supplier's personnel across national or territorial borders (including, for example, visa or passport fees) in connection with the performance of the Contract. The Supplier shall ensure that any subcontract contains similar tax conditions to those set out in this Article.

6.2 If indirect taxes are incurred, the Supplier shall include them as a separate item on the invoice, and sonnen shall pay them in addition to the contract prices.

6.3 To the extent required by applicable law, sonnen shall withhold taxes from the amounts payable to the Supplier and remit them to the competent authorities. This amount shall constitute a corresponding release of sonnen from its liability to the Supplier under the Contract. If the Supplier has a valid exemption certificate, it shall provide copies or further information to prove its entitlement to avoid withholding tax, which sonnen may then rely on when applying the exemption.

7. Terms of delivery

7.1 The delivery dates specified in an order are binding.

7.2 Acceptance of the Contract Products at the place of delivery specified by sonnen shall take place on working days between 7:00 a.m. and 4:30 p.m. Outside these times, the Contract Products shall only be accepted with sonnen's written confirmation.

7.3 On the day of dispatch, the supplier shall send sonnen a written dispatch note with detailed information, in particular regarding the number of items, weight, dimensions, and order data.

7.4 Bulky contractual products shall be secured in accordance with the applicable laws.

7.5 The supplier is not entitled to make partial deliveries without prior written notification to sonnen.

7.6 The supplier shall be liable in the event of a delay in delivery. sonnen shall be entitled to demand lump-sum compensation amounting to 0.5% of the delivery value for each day of delay, up to a maximum of 10% of the value of the respective delivery. sonnen shall be entitled to

demand lump-sum compensation in addition to performance of the contract.

8. Shipping, transfer of risk

8.1 Unless otherwise stated in the order confirmation, delivery shall be made DDP (Incoterms 2020).

8.2 The supplier shall retain the risk of loss and damage to the contractual products until complete delivery in accordance with Incoterms, if these have been specified, otherwise when sonnen takes physical possession of the contractual products.

8.3 Ownership of the Contract Products shall pass to sonnen at the earlier of: (i) when the risk of loss and damage to the Contract Products passes to sonnen; or (ii) when sonnen makes payment for the Contract Products.

8.4 The Supplier shall package the Contract Products in such a way that they can be safely transported and unloaded. The Supplier warrants that the Contract Products are correctly described, classified, marked, and labeled upon delivery and include all necessary accompanying documents in accordance with the Contract, all applicable laws, and the standards of practice applicable at that time.

9. Warranty and liability

9.1 The Supplier warrants that the Contract Products and services delivered in connection with the performance of the scope of the order (i) are free from errors, defects, or deficiencies; (ii) are new upon delivery, unless otherwise specified in the Contract; (iii) are suitable for the purpose specified in the Contract; and (iv) in strict accordance with the Contract and any specification provided to the Supplier by sonnen and agreed as part of the Contract.

9.2 Unless otherwise specified in an order, the Supplier's warranty for Contract Products and Services shall apply to any defects that occur within 24 months of acceptance of the Contract Products by sonnen.

9.3 Upon acceptance of the Contract Products by sonnen, the warranties set forth in this Article shall supersede all other express or implied warranty rights arising by law, custom, trade practice, or otherwise.

9.4 The contractor shall perform its services carefully, efficiently, and professionally in

accordance with the contract, the current state of the art, and customary standards. The supplier shall provide all know-how, labor, supervision, equipment, goods, materials, supplies, transport, and storage capacities necessary for its services.

9.5 The Supplier warrants that it has unrestricted title to the delivered Contract Item. The Supplier shall not permit any lien to be created or asserted. The Supplier shall notify sonnen immediately and remove any liens of the Supplier without delay.

9.6 Liability for loss of and damage to property and for injury, death, or injury to persons arising in connection with the contract shall be determined in accordance with applicable law.

9.7 Neither party shall be liable to the other party for its own consequential damages, regardless of negligence or other fault.

9.8 Neither party excludes or limits its liability to the extent that it cannot be excluded under applicable law.

9.9 The limitations of liability in this article shall not apply in cases of intent or gross negligence, in cases of injury to life, limb, or health, in cases of damage resulting from the breach of obligations that are essential to the performance of the contract and on the fulfillment of which the parties may therefore rely, in cases of breach of warranty, or in cases of breach of provisions of the Product Liability Act.

10. Quality, inspection, testing, acceptance

10.1 The Supplier must have quality assurance programs that are suitable for fulfilling the scope of the order.

10.2 In the event that the performance of the scope of the order requires access by the Supplier or its personnel to technical information or resources of sonnen (including sonnen's infrastructure), the Supplier shall sign and comply with sonnen's standard access and security conditions, unless the parties have agreed otherwise in writing for the contract.

10.3 In order to confirm that the scope of performance complies with the contract, the Supplier shall carry out all tests and inspections required in accordance with the contract,

applicable laws and, unless otherwise specified in the contract, the standards of practice.

10.4 The Supplier shall request acceptance from sonnen (i) of the Contract Products upon completion of delivery; or (ii) of the Services in writing upon completion of the subject matter of the Contract. Except for the commencement of the period for a limited warranty, acceptance shall not limit or waive any remedies.

10.5 If defects are found in the subject matter of the contract, the Supplier shall submit a plan for remedying the defects and shall remedy the defects promptly. Without prejudice to other remedies, sonnen may carry out some or all of the remedial measures or have them carried out by others, and the Supplier shall pay sonnen all costs for which the Supplier would have been liable under the contract if (i) emergency situations or other HSSE risks require immediate remedial measures; (ii) the Supplier submits a plan that does not provide for the prompt performance of the warranty work; or (iii) the Supplier does not complete the measures in a timely manner in accordance with the agreed schedule. The Supplier's warranty for defects is assignable, and the Supplier shall assign all manufacturer warranties to sonnen or pursue all non-assignable warranties on behalf of sonnen or its legal successors.

11. Suspension, termination, and cancellation

11.1 sonnen may suspend the contract or part of the subject matter of the contract for good cause by written notice with immediate effect until sonnen has decided on termination if sonnen concludes that there is good cause for terminating the contract. In the event of suspension for good cause, the Supplier shall not be entitled to any change or other compensation.

11.2 sonnen may suspend the contract or part of the subject matter of the contract at its own discretion with seven days' written notice. The supplier may request a change if the measures required by the suspension have an impact on the schedule or timing of the subject matter of the contract.

11.3 sonnen may revoke the suspension in whole or in part at any time by written notice, and the Supplier shall resume performance.

11.4 Termination without notice by sonnen for good cause

11.4.1 sonnen may terminate the contract or part of the subject matter of the contract for good cause with immediate effect in writing if (i) the supplier violates its own business principles or, if it has no equivalent principles, the business principles of sonnen within the meaning of Art. 14; (ii) the Supplier violates any anti-corruption laws, applicable competition laws, trade control laws, other applicable laws or HSSE standards, or causes sonnen to violate such laws or HSSE standards; (iii) the Supplier becomes a Restricted Party; or (iv) the Supplier is affected by insolvency.

11.4.2 sonnen may terminate the Contract or any part of the subject matter of the Contract for good cause if sonnen determines that the Supplier is in material breach of any term of the Contract not listed in the preceding paragraph. sonnen shall first request the Supplier in writing to remedy the breach, or sonnen may terminate the Contract if sonnen determines that the breach cannot be remedied in a timely manner or that the breach is not remedied.

11.5 Termination by sonnen for good cause sonnen may terminate the contract or parts thereof at its own discretion with 30 days' written notice.

11.6 Termination by the supplier for good cause

11.6.1 The supplier may terminate the contract if sonnen fails to pay an undisputed, duly submitted, due and payable amount to the Supplier for more than 60 days and this amount exceeds 5% of the contract price, whereby full performance of the contract shall be assumed, subject to (i) prior written notification by the Supplier to sonnen specifying the unpaid amount due and payable for more than 60 days, and a request to pay it within a further period of 45 days after such notification; and (ii) sonnen's failure to remedy the situation during the notice period or to provide reasonable grounds for non-payment.

11.6.2 If the non-payment is due to the exercise of a valid right of set-off or retention, these termination rights shall not apply.

11.6.3 The Supplier may terminate the contract in writing with at least 30 days' notice if sonnen has materially and significantly breached the terms of the contract.

11.6.4 In the event of termination of the contract by the Supplier for reasons permissible under this sub-article, sonnen shall pay the amounts to which the Supplier would be entitled in the event of ordinary termination of the contract by sonnen.

11.7 Obligations of the Supplier upon termination In the event of termination, the Supplier shall immediately cease its services, grant access to the scope of services in progress, avoid unreasonable interference with others, and take reasonable measures to enable sonnen to complete the scope of services, including the handover of all documents for the scope of services that were to be delivered in connection with the contract.

11.8 Compensation in the event of termination of the contractual relationship

11.8.1 If sonnen terminates the contract or part of the scope of services for good cause, sonnen shall determine and pay the amounts owed to the supplier for the scope of services duly performed prior to termination (subject to valid offsetting).

11.8.2 If sonnen terminates the entire contract "for good cause" or the supplier terminates the contract with legal effect due to non-payment, sonnen shall also pay reasonable, unavoidable, and verifiable termination costs, insofar as sonnen has expressly agreed to pay these elsewhere in the contract in the event of termination for good cause.

12. Insurance

Before commencing performance, the Supplier shall take out all insurance required by applicable law and maintain such insurance throughout the term of the Contract. The fulfillment of the obligation to take out insurance and to take other measures in connection with this Article shall not release the Supplier from any other obligations or liabilities.

13. Data Privacy

13.1 In the course of the performance of this contract, the parties may provide each other with personal data, the processing and transmission of which shall be carried out in accordance with the applicable data protection law, in particular the provisions of the GDPR and the BDSG.

13.2 Each party is responsible for the processing of the personal data transmitted.

13.3 If the Supplier is based in a country outside the European Economic Area, a third country that does not 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 in the annex to Decision 2004/915/EC shall be incorporated in full into this contract, including the data processing principles set out in Annex A to those clauses.

13.4 The data required for processing the order and provided by the Supplier shall be stored and, if necessary, passed on to vicarious agents for the purpose of order processing. In addition, sonnen reserves the right to use the data provided for its own advertising purposes (e.g., to send information material) in accordance with the applicable legal provisions or a declaration of consent issued by the supplier.

14. Applicability of Shell's general business principles

sonnen is a member of the Shell Group. The Shell General Business Principles and the Shell Code of Conduct therefore apply to all business partners who work with sonnen and the companies belonging to the sonnen Group.

14.1 The Supplier declares that it will comply with the applicable laws to which the parties are bound when performing this contract, including the applicable provisions of the German Minimum Wage Act. "Applicable laws" within the meaning of these Terms and Conditions shall include, insofar as they are applicable to a person, object or circumstance, and in their currently valid version: (i) laws (including regulations issued under such laws); (ii) national, regional, provincial, state, municipal, or local

laws; (iii) judgments and orders of courts of competent jurisdiction; (iv) rules, regulations, and orders of government agencies, authorities, and other regulatory bodies; and (v) official permits, permits, licenses, approvals, and authorizations. The Supplier shall immediately notify Shell of any material breach in the performance of its contractual obligations. Reference is made to Clause 14.8.

14.2 The Supplier declares that it has taken note of Shell's General Business Principles and Code of Conduct, which are available at <https://www.shell.com/about-us/ourvalues.html>. The Supplier further undertakes to apply the principles contained in Shell's General Business Principles and Code of Conduct (or, if the Supplier has adopted equivalent principles, those equivalent principles) in all its dealings with or on behalf of sonnen in connection with the respective contract and related matters.

14.3 The Supplier warrants that: (i) it is aware of the anti-corruption laws and will comply with these laws; and (ii) its company and its employees have not made, offered, or accepted any payments, gifts, promises, or other benefits, whether directly or through another person, to a government official or other person for their benefit or advantage, and will not do so in the future if such payments, gifts, promises, or other benefits constitute a bribe or violate applicable anti-corruption laws. approved or accepted, and will not do so in the future, if such payments, gifts, promises or other benefits constitute a bribe or violate the relevant anti-corruption laws. The Supplier shall notify immediately if it receives or becomes aware of anything that is prohibited under these provisions. "Anti-corruption laws" as used in these Terms and Conditions means 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, trafficking in the proceeds of crime, or the bribery of government officials or other persons, or the granting of unlawful payments, facilitation payments, or other benefits to them.

14.4 The Supplier warrants that neither it nor any person in its organization is a public official or other person who could exert improper influence over sonnen or its affiliates. The Supplier shall notify sonnen immediately if it becomes a public official. sonnen will then review whether this function is compatible with these Business Principles and whether it is possible for sonnen to continue its business relationship with the Supplier.

14.5 The supplier shall ensure that all transactions relating to its cooperation with sonnen are accurately recorded and reported in its books and records so as to reflect truthfully the activities to which they relate, such as the purpose of each transaction, with whom it was entered into, for whom it was performed, or what was exchanged. sonnen shall have the right to verify compliance with these provisions by conducting appropriate audits at the supplier's premises. Based on the results of such audit, the parties shall settle any amounts incorrectly invoiced within 45 days of the audit findings; and the Supplier shall perform or re-perform any services found to be necessary during the audit within 45 days of the audit findings.

14.6 The Supplier warrants that it is aware of all applicable trade control laws, keeps itself informed of such laws, and ensures that its company and the members of its group comply with such laws.

14.6.1 The Supplier shall ensure that, except with the prior written consent of sonnen: (i) the items delivered by sonnen are not exported, delivered or made available to a Restricted Jurisdiction or a Restricted Party; (ii) the Supplier's employees who have access to sonnen's technical information, information technology resources (including sonnen's infrastructure) or sonnen's construction sites are not Restricted Parties or nationals of a Restricted Jurisdiction; and (iii) the Supplier does not use any subcontractors who are Restricted Parties.

14.7 The Supplier acknowledges Shell's HSSE Goal Zero policy and Shell's "Life Saving Rules," which are available at <http://www.shell.com/lifesavingrules>, and

undertakes to comply with these and other applicable HSSE standards in all its dealings with or on behalf of sonnen in connection with this Agreement. "HSSE" stands for health, safety, and environment.

14.8 If requested by sonnen, the Supplier shall, at its own expense, conduct security checks and obtain access authorizations for the Supplier's personnel on the construction sites of sonnen or companies affiliated with sonnen.

14.9 Performance reviews

14.9.1 The Supplier shall participate in performance reviews to discuss HSSE performance, the Supplier's financial situation, and other key performance indicators (KPIs).

14.9.2 The frequency of the Company's performance reviews shall be specified in the scope of work or, alternatively, by sonnen's representative.

14.10 If the Supplier provides personnel who work on behalf of or represent sonnen, the Supplier undertakes that such personnel will conduct themselves in a manner consistent with the Shell Code of Conduct.

14.11 The Supplier shall indemnify and hold harmless sonnen and its affiliates from and against any and all third party claims arising out of any breach by the Supplier of any provision of this clause upon first demand.

15. Compliance with the REACH Regulation

15.1 In all cases where applicable due to the scope of services, the Supplier agrees to comply with Regulation (EC) No. 1907/2006 ("REACH") and guarantees that: (i) all substances within the meaning of the REACH Regulation that are included in the scope of services have been validly pre-registered or immediately registered in accordance with the REACH Regulation (and the supplier shall confirm and prove compliance in writing to sonnen prior to shipping these items); (ii) if substances within the scope have been pre-registered, the supplier shall take all necessary measures to ensure that these substances are validly registered in accordance with the deadlines specified in the REACH Regulation; (iii) each registration covers the uses and applications of the substances by sonnen (or those of sonnen's customers) if they have been

communicated to the supplier (or the supplier's "sole representative," if appointed and notified to sonnen) no later than three months before the expiry of the relevant registration deadline; and (iv) each registration is kept up to date (including any relevant changes to the uses).

15.2 The Supplier shall notify sonnen immediately in writing if a substance contained in the Contract Products may be subject to or is subject to an authorization or restriction under REACH, or if a circumstance has arisen that calls into question whether a substance included in the scope of delivery is sufficiently registered.

15.3 The Supplier shall provide sonnen with a copy of the current safety data sheets for the Contract Products in the format and with the information required under REACH. The Supplier shall send a copy of the safety data sheet in the language specified by sonnen and to the address or contact person specified by sonnen.

15.4 In the event that waste/products/raw materials within the meaning of the dangerous goods regulations are shipped within the scope of this contract, the supplier undertakes to comply with all applicable dangerous goods regulations.

15.5 The supplier undertakes to use the energy provided by sonnen in an environmentally conscious and cost-conscious manner.

15.6 Obligation to comply with protected legal positions in the supply chain

15.6.1 For the purpose of ensuring supply chains that comply with human rights and environmental law, the Supplier undertakes, in light of the applicable Supply Chain Due Diligence Act (LkSG), to act within the scope of its own business activities in accordance with the following rules for suppliers, which are specified in more detail in the Supplier Principles, available at <https://www.shell.com/business-customers/powering-progress-in-supply-chain.html>. In particular, the supplier undertakes to exercise due diligence to ensure that the manufacture of the respective contractual item and/or the provision of the scope of services in the supply chain complies with the Supplier Principles. The supplier is obliged to indemnify sonnen against any claims by third parties

arising from a breach of such regulations, unless it can prove that it is not responsible for the breach.

15.6.2 Transfer of the obligation to comply with protected legal positions

The supplier shall oblige its own suppliers to comply with the Supplier Principles and shall provide them with a copy of the Supplier Principles at the latest upon conclusion of the contract. The supplier shall ensure that its own suppliers contractually address and pass on the requirements of the Supplier Principles in the supply chain. The supplier is authorized to comply with the obligation in sentence 2 on the basis of its own code of conduct, provided that the legal positions set out therein and to be observed correspond to those in the Supplier Principles attached as an annex and forming an integral part of the contract.

15.6.3 Granting access to the complaint procedure in the supply chain

The supplier shall ensure that its employees have unhindered access to the complaint procedure set up by sonnen, which can be accessed at <https://sonnen.de/einkauf-und-logistik/>. In particular, it shall not take any action that hinders, blocks, or impedes access to the complaint procedure. The supplier undertakes to pass on the obligations set out in sentences 1 and 2 to its own suppliers by contract and to ensure that the obligations are passed on in the supply chain.

15.6.4 Cooperation clause for remedial measures

In the event of a violation of the human rights and/or environmental obligations specified in the Supplier Principles, sonnen and the supplier undertake to immediately terminate the violation. The supplier must take remedial action immediately and cooperate with sonnen in developing and implementing concepts to end and minimize violations.

15.6.5 Contractual penalties and special right of termination

In the event of breaches of the Supplier Principles by the supplier, sonnen is entitled to suspend performance of the contract or, at its discretion, to withdraw from or terminate the

contract if the breach is not remedied within a reasonable period of time. In the event of a very serious, persistent, or repeated breach, the setting of a deadline is not required.

15.6.6 Obligation to provide information and documents.

The supplier is obliged to obtain and provide, upon request, any information, and documents necessary to enable sonnen to comply with all regulatory requirements arising from the contractual relationship. Regulatory requirements in this sense arise in particular, but not exclusively, from the following regulations: i) Supply Chain Due Diligence Act (LkSG), (ii) EU Chemicals Regulation (REACH), (iii) General Data Protection Regulation, (iv) Conflict Minerals.

15.6.7 sonnen and the Supplier shall raise awareness among their employees regarding compliance with human rights and environmental obligations through appropriate measures.

15.6.8 In the event of a breach of the Supplier Principles by the supplier, the supplier shall be liable for damages unless it can prove that it is not responsible for the breach. Damages shall also include reasonable compensation for damage to sonnen's reputation.

16. Confidential information

16.1 Obligations in relation to confidential information

16.1.1 The Supplier shall not disclose or allow third parties to disclose confidential information without the prior written consent of sonnen and shall use sonnen's confidential information only in connection with the performance of the Contract.

16.1.2 Information which the Supplier can prove was publicly known at the time of disclosure, is in the possession of

Supplier without any obligation of confidentiality or was developed independently of sonnen's confidential information shall not constitute confidential information. The restriction on disclosure of sonnen's confidential information shall not apply if the Supplier can prove that the information has become publicly known through no fault of the Supplier or has subsequently

been disclosed to the Supplier by a legally authorized third party without any obligation of confidentiality.

16.1.3 At sonnen's request, the supplier shall immediately return all confidential information and delete it from electronic storage, as well as delete or destroy all extracts or analyses that reproduce confidential information.

16.2 Information for suppliers

Unless expressly stipulated elsewhere in the contract or in a separate agreement, sonnen is not obliged to maintain confidentiality or refrain from using the information provided by the supplier.

16.3 External communication

The Supplier must obtain sonnen's written approval before proceeding with any external communication in connection with the Contract, the disclosure of business relationships or the use of sonnen's trademarks.

16.4 All information provided by sonnen is the property of sonnen and shall not be used by the Supplier for any purpose other than the performance of the Contract.

17. Intellectual property

17.1 Except for the intellectual property rights transferred to the Supplier in accordance with the provisions below, all ownership rights, titles, and interests in the subject matter of the Contract and in all work results shall remain with sonnen. This Contract does not grant the Supplier any rights, titles, or shares in sonnen's intellectual property rights other than those specified in this Contract. Intellectual property rights arising from modifications, additions, extensions, or improvements (including customizations to sonnen's specifications) to sonnen's intellectual property rights or using sonnen's confidential information shall be transferred to sonnen or a third party designated by sonnen upon their creation.

17.2 The Supplier warrants that it is entitled to do so and grants sonnen the irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and license, with the right to sublicense, to own and use all intellectual property rights of the Supplier included in the Scope of Delivery, including the right to import, export, operate, sell,

maintain, modify, and repair the scope of delivery. The Supplier warrants that the possession or use of the scope of services delivered by the Supplier or the intellectual property rights of the Supplier does not infringe the intellectual property rights of third parties.

17.3 sonnen's ownership rights within the scope of this article do not extend to intellectual property rights of the supplier that (i) already existed prior to the performance of the contract, (ii) were developed independently of the performance of the contract, or (iii) are used by the supplier in connection with or for the performance of the contract. Agreement, but which is not based on or derived from sonnen's intellectual property rights or confidential information.

17.4 The Supplier shall indemnify and hold harmless sonnen, its authorized representatives, assignees, and sublicensees authorized by this Agreement from any liability arising from any claim that the possession or use of any scope of services or work product infringes or misappropriates the intellectual property rights of any third party.

18. Force Majeure

18.1 sonnen and the Supplier shall each be released from the performance of the affected part of an obligation under the Contract for as long as performance is prevented by an event of force majeure, unless the event was caused by the fault of the party or was due to circumstances that could have been avoided or mitigated by the application of reasonable care.

18.2 Only the following events shall be considered force majeure: (i) riots, wars, blockades or threats thereof, 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 labor disputes at the national or regional level or involving workers who are not employed by the supplier or sonnen, which significantly impair the ability of the party invoking force majeure to perform the contract; (v) government sanctions, embargoes, mandates, or laws that prevent performance; (vi)

the inability of a party to obtain the licenses, permits, or governmental approvals necessary for performance in a timely manner, unless otherwise expressly provided in the contract; or (vii) the failure of a party's subcontractor to perform if the subcontractor was or is affected by any of the above events of force majeure. However, performance shall only be excused under this subparagraph if the parties agree that replacement by another subcontractor is not feasible under the circumstances.

18.3 A party whose performance is delayed or prevented shall use reasonable efforts to notify the other party and mitigate the effects of events of force majeure.

18.4 sonnen may terminate the contract or part of the contract if an event of force majeure results in a delay of more than 90 consecutive or 180 cumulative days.

19. Place of jurisdiction and place of performance

19.1 The place of performance is the registered place of business of sonnen.

19.2 The exclusive place of jurisdiction for all current and future claims arising from the business relationship is Ulm. However, sonnen is also entitled to sue the supplier at the supplier's place of business.

19.3 The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

20. Final provisions

20.1 Amendments or supplements to these terms and conditions must be made in writing to be effective. This also applies to the written form requirement itself.

20.2 If circumstances arise during the term of the contract that significantly affect the technical, legal, or economic effects of the contract to such an extent that the relationship between performance and consideration is no longer reasonable, either party may demand that the contract be adapted to the changed circumstances.

20.3 The Supplier is not entitled to transfer and/or assign rights or obligations arising from the contractual relationships binding on the

parties to third parties without the prior written consent of sonnen.

20.4 Should individual provisions of these terms and conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid, void, or unenforceable provision shall be replaced by another provision that comes closest to the economic meaning and purpose of the replaced provision. The same applies in the event of a loophole.