KALUNDBORG REFINERY

General Terms and Conditions of Purchasing

Table of contents

1 Terms for all contract types 2
1.1 Definitions 2
1.2 Bases of contract and order of precedence 2
1.3 Basic conditions 2
1.4 Compensation and rates 3
1.5 Variations 3
1.6 Invoicing and payment 4
1.7 Subcontractors 5
1.8 Changed or additional services and deliveries 5
1.9 Execution deadlines and contract penalty 5
1.10 Performance, delivery, shipment, transfer of risks and packaging 5
1.11 Insurance 6
1.12 Confidentiality, retention of title and copyrights 7
1.13 Property rights 7
1.14 Assignments and offsetting 7
1.15 Product, service and environmental liability 7
1.16 Period of limitation 8
1.17 Term of contract and cancellation 8
1.18 Force Majeure 8
1.19 Data protection 9
1.20 Miscellaneous 9
2 Specific additional terms for purchasing contracts 9
2.1 Specific conditions 9
2.2 Delivery dates and default in delivery 9
2.3 Rights based on defects and inspection of goods 10
2.4 Product Liability 10
2.5 Defect in Title 11
3 Specific additional terms for work and labor contracts 11
3.1 Specific conditions 11
3.2 Scope of service and execution 11
3.3 Security 11
3.4 Acceptance and assumption of risk 12
3.5 Warranty rights 12
3.6 Cancellation 12
4 Specific additional terms for service contracts 12
4.1 Specific conditions 12
4.2 Performance period/delay 12

Terms for all contract types

1.1 Definitions

1.1.1 **Contract** means the entire order, including all associated documents, such as (not exhaustive) the separate main contract document, these PGT&C´s, and all other conditions agreed on in writing as well as any appendices listed in the separate contract documents.

1.1.2 **PGT&C´s** means the present General Terms and Conditions of Purchasing.

1.1.3 **Affiliated Company** means with respect to any specified person, any other person that, directly or indirectly, controls, is controlled by or is under common control with such specified person and "**Affiliates**" shall be construed accordingly. For the purposes of this definition, "**control**" means the direct or indirect beneficial ownership of more than fifty per cent. (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "**controlled**" shall be construed accordingly.

1.2 Bases of contract and order of precedence

1.2.1 The deliveries and services to be performed shall be determined according to our order, their kind and scope, in accordance with the contract (to be concluded) and our PGT&C´s. In case of discrepancies, the following shall apply with the priorities and in order as listed below (insofar as applicable to the present contractual relationship):

- The provisions of the order;
- the provisions of the main contract;
- the transcript of negotiations;
- our PGT&C´s;
- our Refinery Policies;
- the service specification with the additional technical requirements for the relevant construction site and construction service;
- the VOB [German Construction Contract Procedures], Part B and Part C in the version current on submission of the tender (RHG only);
- the generally accepted rules of technology and
- the respective applicable statutory provisions.

1.2.2 Irrespective of the above order of precedence, in the event of contradictions within these PGT&C, the more specific provisions of these PGT&C relating to the individual types of contract shall take precedence over the more general provisions of these PGT&C, which shall apply to all types of contract.

1.3 Basic conditions

1.3.1 Orders for goods and all kind of services are placed subject to these GT&C´s only and irrespective of whether you (i) produce the goods or products in question yourself or purchase them from suppliers and (ii) perform the services personally or engage third parties for the performance.

1.3.2 The PGT&C´s further apply to all similar future agreements without the need for further reference.

1.3.3 Changes to our PGT&C´s go into effect on the day of their introduction or, at the latest, upon notice in text form.

1.3.4 Agreements or any terms contradicting our PGT&C´s are valid only insofar as we expressly recognized them in writing. The requirement as to our approval applies regardless of circumstances and even if we accept delivery or the provision of services without reservation despite being aware of your general terms and conditions.

1.3.5 Only written orders are legally binding in nature, whereas orders communicated orally or by telephone are subject to written confirmation by the purchasing department. We do not offer compensation of any kind for, and will not reimburse you for expenses incurred in connection with, visits or the preparation of proposals, projects, etc.

1.3.6 You shall perform the services and the work assigned to you in your own responsibility. You have the exclusive right to give instructions to your employees. You are obligated to supervise the employees working for you to the required extent.

1.3.7 You assure that neither you yourself nor your subcontractors employ any workers without valid and/or proper employment papers. You are obligated to always keep copies of the employment papers (social insurance cards, employment permit, residence permit) on hand at the construction site. We have the right to check the presence of the employment papers at any time.

1.3.8 During the performance of the contract, you and your employees are obligated to observe all our relevant work safety policies, safety standards, and safety policies, the generally accepted safety and occupational medical rules including the accident prevention regulations as well as the moral values and principles of ethical conduct regarding responsibility applicable to you and/or us in their respectively valid versions. The managers (supervisors) engaged by you for the implementation of the work are competent and responsible for the thorough instruction of your employees. Insofar as you engage third parties, you must ensure that the aforementioned and the following requirements are likewise adhered to and that the work conditions comply with legal standards. In particular, the following provisions must be observed:

- Refinery Policies for partner firms; available at:
  NEW LINK
- Regulations on Ethical Conduct; available at:
  NEW LINK
- Our Code of Conduct; available at:
  Code of Conduct - The Klesch Group
- Our Human Rights Directive; available at:
  NEW LINK

1.4 Compensation and rates

1.4.1 The agreed prices are fixed prices (VAT, duties, etc. excluded). Price changes are excluded. Thus, no adjustment will be made, e.g. due to changes in wages, material and equipment costs. All expenses necessary for the complete and proper performance of the services or delivery must be included in the calculation of the prices. All secondary services, all internal costs and all external costs that are incurred by you in the context of your work and labor shall be settled by the agreed compensation.

1.4.2 You are obligated to seek information prior to submitting a tender about the local conditions at the construction site, the characteristics of existing structures, the premises, technical infrastructure, software used and all further questions relevant for the performance of your contract. No objections or subsequent requests will be accepted that are made at a later point in result of a lack of familiarity with the relevant facts or the construction site.

1.4.3 The agreed rates are fixed prices, are net prices and exclude additional claims of any kind. If the order does not state prices, your usual list prices apply, including customary discounts.

1.4.4 Unless specifically agreed otherwise, rates include all services and ancillary services (exemplary, not exhaustive: assembly, installation) as well as all incidental costs (exemplary, not exhaustive: proper packaging, handling and shipping to the place of receipt or use provided, including transport and liability insurance as needed).

1.5 Variations

1.5.1 Hourly wage work will be compensated only if it has been expressly contracted by us prior to the execution. The timesheets for hourly wage work must specify the work including the date, precise place of performance, name and qualification of the worker, name of the person initiating the work, working/driving hours, used equipment and consumed materials. Signing off on timesheets is merely deemed an acknowledgement with regard to the kind and scope of the performance. We reserve reviewing whether these are services exceeding the contractually owed target and if the services are appropriate.

1.5.2 Company has the right to order such variations to the Services as in Company's opinion are desirable. Variations to the Services may include an increase or decrease in the quantity, or a change in character, quality, kind or execution of the Services or any part thereof, as well as changes to the contract schedule. Nevertheless, Company has no right to order variations to the Services which cumulatively exceeds that which the parties could reasonably have expected when the Contract was entered into.

1.5.3 If Contractor finds a variation is required, Company shall be notified, in writing, without undue delay.

1.5.4 Any variation shall be approved by Company by means of a written variation order before Contractor initiates the variation work.

1.5.5 When Company requires a variation, Contractor shall, without undue delay, submit a written confirmation describing the variation work together with an estimate of any effects on the contract price and the contract schedule.

1.5.6 Compensation for variation work shall be in accordance with the prices, norms and rates contained in the Contract, or otherwise in accordance with the original price level of the Contract. If a variation entails cost saving for Contractor, Company shall be credited accordingly.

1.5.7 If the parties disagree as to the amount to be added to or deducted from the contract price or any other consequences due to a variation, Contractor shall implement the variation without awaiting the final outcome of the dispute.

1.6 Invoicing and payment

1.6.1 Unless otherwise agreed, you shall invoice us following delivery of the deliverables or services. We shall make payment within 60 days from the end of the month when a correct invoice is received.

1.6.2 The contract number and other agreed references shall be quoted on all invoices which shall also clearly indicate what the invoiced amount relates to. Company is entitled to return invoices that do not meet these requirements.

1.6.3 If it has been agreed that contractor shall provide a bank guarantee, Company shall not be obliged to make any payments prior to receipt of such guarantee.

1.6.4 Company is entitled to deduct any prepayments and accrued liquidated damages against Contractor's invoices. Furthermore, any disputed or insufficiently documented amounts, as well as any amounts owed by Contractor to Company may be set-off against Contractor's invoices.

1.6.5 Company is entitled to withhold and remit taxes from payment due to Contractor to the extent that such withholding and remittance is required by applicable laws and regulations. If Company is required to withhold taxes, then Company shall notify Contractor immediately thereof and remit to the appropriate authorities all amounts withheld by it. If a receipt or other evidence can be issued evidencing the payment to the authorities, Company shall deliver such evidence (or a certified copy thereof) to Contractor.

1.6.6 Failure to provide documentation evidencing that payment of tax and other levies have been paid in accordance with law, entitles Company to withhold payment until Contractor either produces such documentation, or provides satisfactory security for payment of such taxes and levies. Company may recover from Contractor at any time any liability incurred by Company as a consequence of any failure of Contractor to pay the required taxes and levies.

1.6.7 Following delivery and/or your performance of the services, you must submit proper invoices to us and accompanied by all related documents and data.

1.6.8 Payment shall be made in the commercially customary manner and notably without deductions (strictly net) by the 30th day of the following month, calculated from the complete performance of the service or delivery (including any agreed acceptance) and receipt of a correct invoice.

1.6.9 In cases of defective deliveries or performance, we may withhold a pro-rated portion of payment until performance has been rendered in full.

1.6.10 We owe no interest on payments in arrears. Instead, default in payment is subject to applicable law.

1.6.11 If applicable, you are entitled to request instalment payments subject to the legal regulations. Instalment payments will be made up to an amount of 95% of the invoice total and notably in the commercially customary manner by the 30th day of the month following upon the acceptance of the service and receipt of a correct invoice.

1.7 Subcontractors

1.7.1 You are not permitted to delegate the contract to third parties without our prior agreement. If you engage third parties, these will be deemed your vicarious agents. In the event that services are delegated to third parties, you will be obligated to ensure that the contract with the third party is arranged in such a way, so that the observation of the contractual agreements concluded between you and us is ensured.

1.7.2 Insofar as you intend to engage subcontractors for the services to be performed by you, our prior written agreement must be obtained.

1.7.3 You are obligated and shall ensure that all agreements with us will become subjects of the subcontractor agreement in the case that services are assigned to subcontractors.

1.7.4 We are entitled to demand that the subcontractor appointed by you will not be engaged in case there are verifiable concerns as to its professional qualification or reliability. This shall also apply if we have already made (negative) experiences with the subcontractor appointed by you in the past and in connection with other construction projects.

1.8 Changed or additional services and deliveries

1.8.1 If we instruct changes of services or order services not provided for in the contract, you will be obligated to inform us in writing of the resulting additional costs within due time before the execution and on the basis of the updated contract calculation. The calculation of the new prices including the calculation bases of the contractually agreed prices shall be submitted to us for examination and review, and the required information shall be provided to us. The notice must be given in the normal case at least 10 days before the planned start of execution.

1.8.2 You may not execute your work or delivery for as long as no written agreement has been concluded on the price changes due to costs and schedules. In the interest of an unobstructed execution, however, we are entitled to instruct that you to perform the changed or additional services or delivery even if no written agreement on the costs and effects on the schedule has been concluded yet, in particular if we have acknowledged the claims to additional compensation and extension of deadlines on the merits – whereas subject to review of the amount – and/or the if the performance of the service or delivery must not be postponed in order to continue the project.

1.8.3 You are not entitled to a claim of additional compensation for changed and/or additional services if the additional costs have not been notified to us prior to the execution or if you perform changed and/or additional services before a written agreement has been concluded and respectively before we have instructed their immediate performance. For clarification, it is hereby pointed out that any additional costs must be notified in writing in advance and approved by us in writing. An exception shall apply only if the immediate performance of the service is necessarily required for technical or economic reasons or the notification of the additional costs was omitted at no fault or if we culpably omitted agreeing on the price.

1.9 Execution deadlines and contract penalty

1.9.1 Binding contract deadlines are deemed in particular the date of the commencement of work and completion of the performance (completion date) as well as further interim dates that are designated as being binding.

1.9.2 Should you culpably miss the completion deadline, you shall pay a contract penalty to us in the amount of 0.5% (RHG)/0.1% (KRAS) of the net contract sum per calendar day past the deadline, at most however 5% (RHG)/15% (KRAS) of the net amount on the final invoice. It shall be at your discretion to prove that missing the deadline was outside of your responsibility. We are entitled to claim a forfeit contract penalty up until the final payment, even if we have not reserved the right to assert it on acceptance. Further damage compensation claims shall remain unaffected, and they are expressly reserved. The contract penalty, however, shall be deducted from such claims.

1.10 Performance, delivery, shipment, transfer of risks and packaging

1.10.1 The Deliverables shall be in compliance with applicable laws and regulations.

1.10.2 Contractor shall upon company's request, give a written statement to Company confirming that he has complied with all requirements stated above.

1.10.3 Contractor shall immediately report to Company any act or omission which could possibly be seen as a breach of the requirements stated above. In such instances contractor shall give Company access to all documents which in Company's reasonable opinion may be relevant to determine whether such a breach has occurred.

1.10.4 Contractor shall have an implemented and documented quality system, hereunder systems that fulfill Company's standard requirements relating to the control and monitoring of safety, occupational health and working environment issues, and procedures, including management control systems, to prevent Contractor's employees, personnel, agents and/or contractors from doing or omitting anything which could be considered a breach of the requirements stated above. Company is at any time entitled to carry out, and Contractor shall assist in carrying out, inspections of the Deliverables as well as quality audits and verifications of Contractor's and any subcontractors' quality system, at Contractor's or any subcontractors' premises.

1.10.5 You are not entitled to delegate the order to third parties without our written approval. Insofar as you involve third parties, such third parties are deemed your agents.

1.10.6 You bear the procurement risk for your services unless specifically agreed otherwise (e.g., limited to supplies on hand).

1.10.7 Deliveries are made free of charge to the place of receipt or use provided, and such destination also serves as the place of performance and any remedial performance owed.

1.10.8 Each delivery is to be accompanied by a delivery certificate stating the date (of issue and shipment) as well as the content (exact breakdown by type, number of units and weight) of the shipment. In addition, we are to be notified of each pending delivery in the form of a corresponding notice of shipment which, along with consignment notes, invoices and all other correspondence, must include our order number. We will only accept delivery of the volume or number of units we ordered.

1.10.9 Insofar as material testing or analysis certificates, etc. were agreed, such certificates form an essential part of performance; they are part of the scope of delivery and must be sent to the corresponding shipping address for the goods or products in question immediately upon dispatch.

1.10.10 Shipments fall within your sphere of risk, and the risk of accidental demise or deterioration does not pass to us until delivery has been made to the place of receipt or use provided, or until acceptance, even if shipment has been agreed.

1.10.11 Your obligation to take back any packaging is subject to applicable law. You will have shipping, "overpack" and other packaging picked up and disposed of at no charge. In the event that we are separately invoiced for packaging, we are entitled to send back to you, at your expense, any packaging in good condition in exchange for a refund of two thirds of the corresponding value according to the invoice.

1.11 Insurance

1.11.1 You shall provide us with written verification, at the latest prior to the start of the service performance, that you have sufficient insurance cover for construction or service you provide to us and public liability and that you shall maintain this cover throughout the entire term of the contract.

1.11.2 You are obligated to inform us immediately if or insofar as the insurance cover is no longer existing or contested.

1.11.3 Should you fail to verify the insurance cover to us within the prescribed period, we will be entitled to set a grace period of two weeks to you for fulfilment. If you do not verify the insurance within said grace period either, we will be entitled to cancel the contract for good cause. This also applies if the insurance cover is no longer existing or contested.

1.11.4 You must obtain insurance against all risks related to product liability, including the risk of recall, in an adequate amount and produce such insurance policies for our review upon request.

1.11.5 You shall times during the term of this contract, maintain product liability insurance with an adequate minimum insurance amount of 500.000,00 EUR for each single occurrence of personal and property damage. Contractor shall ensure that any subcontractors have corresponding insurances.

1.12 Confidentiality, retention of title and copyrights

1.12.1 We reserve the title and copyright to images, plans, drawings, calculations, execution instructions, product descriptions and other documents; items of this nature are to be used only for purposes of contractual performance and must be returned immediately to us once the agreement has been fully implemented. In relations with third parties, these items must be held in strict confidence even beyond the term of the agreement, and such duty of confidentiality does not expire until − and only to the extent that − the information contained in the items provided has become public knowledge.

1.12.2 The foregoing provision applies accordingly to substances, fabrics and materials (e.g., software, finished and semi-finished products) as well as to tools, templates and other items we provide for production purposes. Items of this kind shall be retained by you separately at your cost – for as long as they are not processed – and be insured to appropriate extent for destruction and loss.

1.12.3 Any processing, blending or combining (further processing) you do of items provided is done on our behalf only, and the same is true for our processing of goods or products provided, to the effect that we are considered the manufacturer and, subject to applicable law, acquire the title to the product upon processing, at the latest.

1.12.4 The results of your service performance and the title and copyright to documents, drawings, drafts, computer and electronic data-processing programs, files, etc. you create for us, including but not limited to special orders, pass to us without special compensation. You must not use, duplicate or disclose these documents to third parties for unrelated purposes, and they must be returned to us upon order completion. We shall be entitled to the limited, transferable, sublicensable right without limitation in terms of content and time to use the results of your service performance in any optional way, reproduce, modify them and make them publicly accessible, publish or exploit them. You shall be obligated to your employees, freelance staff or other third parties to ensure that the rights to use the results of your services are in our exclusive entitlement without limitation of time.

1.12.5 The transfer of any goods or products to us must be effected unconditionally and without regard to payment. However, in the event that we accept a conditional offer of transfer that is contingent on payment of the purchase price, your retention of title lapses with such payment, at the latest. In the regular course of business, we remain entitled, even prior to the payment of the purchase price, to resell the goods or products by assigning the claim thereto in advance (alternatively, simple retention of title as extended to resale). Retention of title in any other form, including but not limited to such retention of title as may be expanded, passed on or extended to include further processing, is excluded.

1.13 Property rights

1.13.1 You guarantee that any and all supplies are free from and that your service performance does not infringe on any third-party property rights and, specifically, that the delivery and use of supplied items do not infringe upon patents, licenses or other third-party property rights. Moreover, you indemnify and hold us harmless from and against third-party claims related to such property rights. We are entitled to obtain licenses for the use of goods and services from the beneficial owners at your expense.

1.14 Assignments and offsetting

1.14.1 We are entitled to assign its rights and obligations pursuant to the Contract, fully or partly, to any third party. You are not permitted without our prior approval, which shall not be refused unfairly, to assign your claims against us to another party. This shall not apply to monetary claims.

1.14.2 Setoff is limited to undisputed and effectively established claims as well as those hereunder according to the applicable statutory provisions, and only with respect to such claims may you exercise a right of retention.

1.14.3 We are entitled to offset claims that are in the entitlement of us or one of our Affiliated Companies against your claims.

1.15 Product, service and environmental liability

1.15.1 If third parties assert claims against us on account of personal injury or property damage that stems from a defective product you supplied or a service you provided, you must release and hold us harmless from any resulting liability.

1.15.2 If we are claimed against for violation of relevant safety rules, environmental regulations or based on product liability provisions because of the deficiency of the product or service, which is fully or partly caused by your (service) performance, you shall indemnify us from all claims arising from this. Further statutory claims remain unaffected.

1.15.3 As part of your indemnity obligation, you must also reimburse us for expenditures associated with recall campaigns (including our own) arising from or in connection with third-party claims. To the extent possible and reasonable, we will inform you of the terms and scope of any recall campaign and provide you with an opportunity to comment. Additional legal claims are not affected.

1.16 Period of limitation

1.16.1 The contractual partners' mutual claims expire in accordance with applicable law unless provided otherwise below.

1.16.2 In deviation from statutory provisions the general period of limitation for defect-based claims equals three years from the transfer of risk, whereby claims for damages due to injury to life, body and health or damage caused by gross negligence or intent are expressly excluded. Insofar as formal acceptance has been agreed, the period of limitation commences upon such acceptance. The three-year period of limitation applies accordingly to claims based on legal defects, whereas the statute of limitation for third-party claims for surrender in rem is not affected. Furthermore, claims based on legal defects must not expire under any circumstances while the third party is still in a position to assert claims against us – especially if such right is not yet time-barred.

1.16.3 Insofar as we are entitled to non-contractual claims for damages on account of defects, the regular statutory period of limitation applies unless that prescribed by applicable sales law is longer.

1.16.4 With respect to parts to be supplied that could not remain in operation while defects are examined and/or removed, the applicable period of limitation for claims based on defects is extended by the time of such business interruption. For spare parts supplied, the period of limitation for claims based on defects then commences anew.

1.17 Term of contract and cancellation

1.17.1 We have the right at any time to ordinary cancellation of a contract for which no fixed term was agreed. In that case, we will pay for the services you have performed up to the termination of the contract and the costs verifiably incurred by you in addition and directly in result of the cancellation, less saved expenses.

1.17.2 The right to cancellation for good cause remains unaffected. Good cause is constituted for us in particular, but not exclusively, if:

1.17.3 • you breach your contractual duties in spite of warning and expiration of a grace period set in the warning;

• you suspend your payments (to third parties);

• an insolvency procedure according to the applicable law or a comparable legal proceeding over your assets is opened and the insolvency administer refuses to enter into the contract or if the opening of such procedure is rejected for a lack of assets.

1.17.4 If extraordinary cancellation of the contractual relationship is declared, the services performed up to this point shall only be settled at the contractual prices to the extent, as we can utilise the services as intended. The damage caused shall be considered in the settlement.

1.18 Force Majeure

1.18.1 Force majeure means an occurrence beyond the control of the party affected, provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided it or overcome its consequences, but not limited to, war (whether declared or not), hostilities, revolution, civil commotion, strike, lockout, epidemic, pandemic, terrorist activities, computer viruses, hacker attacks and attacks on IT systems, shortage or outage of electricity, gas, water or other utilities, accident, fire, wind, flood, earthquake, hostile attack, blockade, embargo, rejection and/or withdrawal of export authorization, or because of any law, order proclamation, regulation or ordinance of any government or of any subdivision thereof, or sanctions imposed by the United Nations, the European Union, the United States of America or any other sanctions (whether directly enforceable towards a party or not), or because of any act of God or any default in deliveries

by a party's sub-contractors caused by such circumstances referred to in this clause. A party's restrictions on access to financial proceeds or facilities for financing of its activities or obligations under the Contract does not qualify as force majeure.

1.18.2 A party shall not be considered in breach of the Contract to the extent it is proven that he was unable to fulfil his contractual obligations due to force majeure. Each party shall cover its own costs resulting from force majeure.

1.18.3 The party invoking force majeure shall notify the other party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.

1.18.4 Company is entitled to cancel the Contract if the force majeure situation continues, or it is obvious that it will continue, for more than 60 days.

1.19 Data protection

1.19.1 Each Party undertakes to process in accordance with the applicable provisions, including the GDPR, the Personal Data provided by the other Party as a result of the conclusion and performance of the Agreement, regarding persons being its party, partners, employees, subcontractors, employees and subcontractors, as well as other persons whom the Parties use in the performance of the Agreement, statutory representatives, representatives and proxies of the other Party in order to conclude and perform the Agreement.

1.20 Miscellaneous

1.20.1 These General Purchasing Terms and the contractual relations based thereon are subject to the laws of the Federal Republic of Germany, to the exclusion of international uniform law, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

1.20.2 To the extent permitted, the legal venue is Hamburg, Germany. - (RHG only);

1.20.3 In the event of inconsistencies between the English and German/Danish versions of these terms and conditions, the German/Danish version shall prevail.

1.20.4 In the event that individual provisions of these General Purchasing Terms are or become ineffective or unenforceable, the remaining provisions hereof continue in full force and effect, and the parties hereto will replace the ineffective or unenforceable provision with one that best approximates the ineffective or unenforceable provision and achieves the intended economic outcome to the extent permitted by law. These rules apply accordingly in cases of contractual gaps.

2 Specific additional terms for purchasing contracts

2.1 Specific conditions

2.1.1 The specific terms of this section shall apply exclusively to purchasing contracts (Kaufvertrag) of materials in addition to the above terms for all contract types. In the event of inconsistencies between these terms, the more specific terms of this section shall prevail.

2.2 Delivery dates and default in delivery

2.2.1 The delivery dates for any kind of goods, products or services stated in our orders are binding in nature, and delivery dates or periods are deemed to have been observed only if the goods, products or services are received in full and free of defects at the place of receipt or use we specified, or if we have formally accepted deliveries or services.

2.2.2 Should you realize that an agreed deadline cannot be met for whatever reason, you must immediately inform us in writing, specifying the reasons as well as the expected length of delay.

2.2.3 In the event that you do not render performance within the agreed delivery period, or if you are in default regarding performance, our rights, including but not limited to those with respect to rescission and damages, conform to applicable law. Our acceptance of late deliveries or performance must not be construed as a waiver of any claims for compensation, the payment of rates or our right to interest.

2.2.4 In cases of default in delivery, we may demand payment of a contractual penalty in the amount of 0.5% of the net price per full calendar day − up to 5% of the net price of the goods, products or services delivered late. The right to assert additional claims, including for damages, is expressly reserved. Claims for damages are adjusted by contractual penalties. They are asserted upon the delivery of delayed performance, but no later than upon the final payment.

2.2.5 If delivery is affected sooner than agreed, we reserve the right to return the goods or products at your expense. If, in cases of early delivery, the goods and products in questions are not returned, we or a third party will store them at your expense and risk until the agreed delivery date. Payment for early deliveries is not due sooner than it would be if delivery had been affected on the agreed date.

2.2.6 We accept partial delivery subject to written agreement. Approved partial deliveries must note the quantity then outstanding.

2.3 Rights based on defects and inspection of goods

2.3.1 Our rights in cases of material or legal defects of the goods or products (including deliveries of wrong or fewer items as well as defective installation, operation or service manuals) or other breaches of duty are subject to applicable law unless provided otherwise below. Under applicable law, you are liable for ensuring that the goods or products are in the agreed condition when the associated risks pass to us. For purposes of the law, the agreed condition encompasses, at a minimum, the description of such quality and other characteristics of the goods, products or performance as may be incorporated into a given contract by reference in our order or otherwise along with these General Purchasing Terms – e.g., as a result of advertising, analytical data, product brochures, etc. In this respect, it makes no difference whether the information in question was provided by you or the manufacturer.

2.3.2 Any agreed deliveries and performance must reflect the recognized state of technology, pertinent legal provisions and applicable rules from the authorities, trade associations and industry groups.

2.3.3 The obligation as to inspection and the reporting of defects applies as provided by law subject to the following condition: Our obligation to inspect is limited to defects that are clearly visible when subjecting goods or products (including delivery papers) to a superficial examination as part of our inspection of incoming goods as well as during quality control using the sampling method (e.g., damages sustained during transit, deliveries of wrong or fewer items). Insofar as formal acceptance has been agreed, the need for an inspection is waived. Otherwise, what matters is the extent to which an inspection would be advisable in the regular course of business in consideration of the circumstances of a given case. Our obligation to report defects for those detected at a later point in time is not affected. Regardless of circumstances, a report we submit on a defect (notice of defect) is deemed to have been made promptly and in a timely fashion if you receive it within five business days. You will bear the costs you incur for purposes of inspection and remedial performance (including the costs of deinstallation and/or reinstallation) even it is found that there was in fact no defect, although we remain liable for damages in cases of unjustified requests for the removal of defects; to such extent, however, we only bear liability if we have recognized − or failed to recognize on account of gross negligence − that there was no defect. Such limitation of liability does not extend to damages resulting from injuries to life, body and/or health.

2.3.4 You must remove defects in delivery or performance, which include the failure to achieve guaranteed qualities or shelf life, within a reasonable period set by us, and do so free of charge, including any and all ancillary costs, and, at our option, by means of repair or by replacing either the defective parts or the entire article or product.

2.3.5 Subject to applicable law, we are entitled to abate the purchase price or rescind the agreement in the event of material or legal defects and may assert claims for damages and/or indemnification.

2.3.6 In the event that you fail to effect remedial performance within a reasonable period set by us, we may remove the defect ourselves or have a third party do so and demand that you reimburse us for any related expenditures or pay an advance thereon. If your remedial performance fails to remove the defect, or if such performance would place an unreasonable burden on us (e.g., due to special urgency, risks to operational safety or the possibility of disproportionate damages), no deadline has to be set. Instead, we will inform you of any such circumstances immediately and, whenever possible, in advance.

2.4 Product Liability

2.4.1 The seller shall, upon first demand, indemnify us and hold us harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on our intentional or grossly negligent breach of duties.

2.5 Defect in Title

2.5.1 The seller warrants that the goods are free from rights of third parties and that delivery of the goods does not violate any rights of third parties. The seller shall indemnify us, upon first demand, from any claims of third parties in this regard.

3 Specific additional terms for work and labor contracts

3.1 Specific conditions

3.1.1 The specific terms of this section shall apply exclusively to work and labor contracts (Werkvertrag) in addition to the above terms for all contract types. In the event of inconsistencies between these terms, the more specific terms of this section shall prevail. (RHG only);

3.2 Scope of service and execution

3.2.1 You shall perform all planning, delivery and construction services that are required for the defect-free, functional, professional, technically correct and complete delivery ready for operation and on schedule in accordance with the contractual bases, even if not all services required for this purpose are described in the parts of the Contract. This also includes obtaining all permits, certificates and licenses for the individual case and coordination with administrative offices, authorities, and utilities. (RHG only);

3.2.2 All bases of the Contract provided by us shall be reviewed for completeness, correctness and the absence of contradiction from the perspective of a competent contractor in the course of the drafting of the tender. Should you discover any incompleteness, mistakes or contradictions in the review, you are obligated to inform us in writing thereof without delay. This also applies in case incompleteness, mistakes or contradictions are discovered only in retrospect. (RHG only);

3.2.3 You are obligated for the entire duration of your work at the construction site to provide a technical supervision that is appropriately qualified for the kind and scope of the construction project. (RHG only);

3.2.4 You are obligated to ensure the timely coordination with us, planners or authorities, as required for the performance of your work and labor, and to submit to us the documents required for the execution for a timely review/release whilst allowing for an appropriate review period. (RHG only);

3.2.5 You are required to take and check all measurements at the construction site in your own responsibility, which are necessary for the production and installation of certain components. (RHG only);

3.2.6 In the execution of all work, our Refinery and Safety Policies, relevant accident prevention regulations and safety rules of the professional associations as well as related statutory provisions must be observed. Contractor shall, at his own expense, immediately replace personnel who in Company's sole opinion conduct themselves in an improper manner or are unsuitable to perform the work and/or tests. (RHG only);

3.2.7 During the entire construction period, the construction ground and construction site equipment must be kept clean. Any dirt, rubble, etc. caused by you shall be disposed of continually at your own cost and in consideration of the legal and regional regulations. You will remain the owner of the waste material produced/left behind by you. If the producer of the waste cannot be identified, the cost for the necessary cleaning/disposal will be allocated to the companies engaged at the time in question. (RHG only);

3.3 Security

3.3.1 As security for warranty claims, we shall withhold 5% of the unreduced net final invoice total before instalment payments. The rights in your entitlement pursuant to Sec. 17 (2) to (4) VOB/B remain unaffected. (RHG only);

3.3.2 The defenses of pleas of voidability and set-off, right of action in advance and enforcement and realization obligation of the creditor (Einreden der Anfechtbarkeit und der Aufrechenbarkeit, der Vorausklage und die Vollstreckungs- und Verwertungspflicht des Gläubigers) pursuant to Sec. 770 to Sec. 772 BGB and the right to deposit shall be waived in the warranty bond document pursuant to Sec. 17 VOB/B (Sicherheitsleistung). The waiver of the defence of set-off shall not apply if your claim is uncontested, found valid by final and absolute judgement or if it is in reciprocity with our claim pursuant to Sec. 320 BGB. Furthermore, the warranty bond document shall include the guarantor's declaration that the bond claim does not fall under the statute of limitation before the secured main claim does.

Any agreements on the limitation period of the main claim concluded between you and us after the conclusion of the warranty bond agreement shall only be binding on the guarantor with its written agreement. (RHG only);

3.3.3 With regard to the return of the warranty bond, Sec. 17 (8) no. 2 VOB/B shall apply, subject to the stipulation that it shall be returned only upon the expiration of the agreed limitation period for warranty claims and that only such claims according to clause 2 therein shall grant a right to (partial) withholding of the security that we have justly claimed. (RHG only);

3.4 Acceptance and assumption of risk

3.4.1 Upon the completion of all services, a formal acceptance will take place. The acceptance is only effective if it is done in writing. Fictional acceptances are excluded. This also applies if the work result is taken into operation before the acceptance.

3.4.2 The statutory provision in Sec. 644 BGB shall apply to the assumption of risk in deviation from Sec. 7 VOB/B.

3.5 Warranty rights

3.5.1 Our warranty rights are determined pursuant to Sec. 13 VOB/B. The limitation period for warranty rights relating to all servicesshould be 5 years in deviation from Sec. 13 (4) VOB/B.

3.5.2 If you do not fulfil a request for the repair of defects during the construction execution (before acceptance) in spite of an appropriate period having been set, we will be entitled at our discretion to have the defects be repaired at your cost instead of exercising the rights following from the VOB/B. Sec. 13 (5) no. 2 VOB/B applies accordingly. Prior cancellation pursuant to Sec. 8 (3) in conjunction with Sec. 4 (7) VOB/B is not required.

3.6 Cancellation

3.6.1 A cancellation is permissible on the conditions of Sec. 8, 9 VOB/B. In deviation from Sec. 8 (3) VOB/B, the cancellation, however, can be limited to a separable part of the work owed.

3.6.2 Beyond the reason for cancellation provided for in Sec. 8, 9 VOB/B, we will be entitled to cancellation for good cause, in particular if

• you, persons who are occupied with the preparation, conclusion or execution of the contract, or associates of yours offer, promise or grant an incentive so that you will receive preferential treatment in the award of contract for construction services of this contract or future contracts. Such actions are held equal to actions by persons, who are authorised, contracted or employed by you. In this respect, it is irrelevant whether such incentives have been offered or promised directly to the persons or in their interest to a third party;

• you violate the provisions of the Law against Illicit Labour, the Employee Secondment Act and/or SGB IV [Social Security Code, Book IV] and do not stop such violations in spite of written request with grace period having been set and including a threat of cancellation.

3.6.3 In the case of a cancellation or other termination of the contract, you shall complete your service, so that we can accept the service without difficulties and arrange for the continuation of the same by a third party.

4 Specific additional terms for service contracts

4.1 Specific conditions

4.1.1 The specific terms of this section shall apply exclusively to service contracts (Dienstvertrag) in addition to the above terms for all contract types. In the event of inconsistencies between these terms, the more specific terms of this section shall prevail.

4.2 Performance period/delay

4.2.1 The dates specified by us in the order are binding. Decisive for the timeliness of the service is the performance of the contractual service by the agreed deadline at the agreed place of performance. If you realize that an agreed deadline cannot be kept for any reasons whatsoever, you shall inform us in writing thereof without delay, specifying the reasons and expected duration of the delay.

4.2.2 Our rights shall be determined according to the legal regulations in the event that you do not perform

your service correctly or if you are delayed with the service performance. The acceptance of a delayed service performance shall not constitute a waiver of compensation claims.

4.2.3 If you are delayed with the service performance (Sec. 286 BGB [German Civil Code]), we can demand a contract penalty in the amount of 0.1% of the net contract total per calendar day, whereas no more than 5% of the net contract total. It shall be at your discretion to prove that missing the deadline was outside of your responsibility. We reserve asserting further rights including damage compensation. The contract penalty, however, shall be deducted from damage compensation claims. A contract penalty will be claimed at the latest in the final payment in case the delayed service is accepted.

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