

General Terms and Conditions of the NORTH-TEC Consult GmbH

§ 1 General

(1) All goods, services, and quotations supplied by NORTH-TEC Consult GmbH are exclusively based on these General Terms and Conditions. These General Terms and Conditions are part of all agreements NORTH-TEC Consult GmbH conclude with their contract partners (in the following referred to as "client") regarding the goods and services offered by NORTH-TEC Consult GmbH. The General Terms and Conditions shall also apply to all goods and services supplied in the future as well as to quotations to clients, even if not explicitly re-agreed on.

(2) General Terms and Conditions of the client or of third parties shall not apply even if NORTH-TEC Consult GmbH do not object to their applicability in the individual case. Even if NORTH-TEC Consult GmbH refers to correspondence containing the General Terms and Conditions of the client or a third party, this will not imply acceptance of such terms and conditions.

§ 2 Quotations and Orders

(1) All Quotations of NORTH-TEC Consult GmbH are non-obligatory and not binding unless it is explicitly expressed that they are binding quotations, or if they include a specific term of acceptance. Orders or contracts may be accepted by NORTH-TEC Consult GmbH within fourteen days after receipt.

(2) The written agreement including these General Terms and Conditions shall be the sole basis for the legal relationship between NORTH-TEC Consult GmbH and the client. These reflect all conditions agreed between the contract parties regarding the object of the agreement. Verbal assurances of NORTH-TEC Consult GmbH prior to conclusion of the agreement are legally not binding, and verbal agreements of the contract parties are replaced by the written agreement, unless it is explicitly stated that they shall continue to be binding.

(3) Additions to and modifications of the agreements made, including these General Terms and Conditions require the written form in order to become effective. With the exception of the executive directors and authorised officers, employees of NORTH-TEC Consult GmbH are not authorised to make deviating verbal agreements. In order to comply with the written form, telefax transmission is considered sufficient. However, any form of telecommunication is not considered sufficient, particularly e-mail communication.

(4) Details stated by NORTH-TEC Consult GmbH regarding the deliverables incl. services (e.g. weights, dimensions, nominal values, load capacity, tolerances, and technical specifications), as well as our illustrations of such (e.g. drawings and figures) are only approximately binding, unless the usability with respect to the agreed designated use requires the exact match. Such details are not warranted characteristics but descriptions or characteristics regarding the goods and services offered. Common deviations and deviations on account of legal regulations, or deviations which represent technical improvements, as well as replacing components by equivalent parts is permitted as long as the usability with respect to the agreed designated use is not impaired.

(5) NORTH-TEC Consult GmbH reserve the right of ownership and copyrights regarding all quotations and estimates submitted as well as to drawings, calculations, prospectus material, catalogues, models, tools, other documents and auxiliary material supplied to the client. Without the expressed consent of NORTH-TEC Consult GmbH the client must not use the above items as such nor disclose the contents to third parties or inform about the contents, use or let third parties use or copy the item in question. Upon request of NORTH-TEC Consult GmbH the client must return the relevant items completely and destroy any copies created, if they are no longer required for proper ongoing business, or if negotiations do not result in conclusion of an agreement.

§ 3 Rates and Payment

(1) The prices are applicable to the scope of services and deliverables stated in the confirmation of order. Additional services and special services are calculated and billed for separately. The prices are EURO prices ex works and, if appl., plus packaging, VAT, customs duties in case of exports, as well as fees and other statutory levies.

(2) If the agreed prices are based on the NORTH-TEC Consult GmbH list prices and the delivery is scheduled more than four months after conclusion of the agreement, the applicable list prices of NORTH-TEC Consult GmbH at the day of delivery apply (minus an agreed percentage or fixed discount).

(3) Invoice net amounts are due immediately without deduction, unless otherwise agreed on in written form. The date of receipt of payment with NORTH-TEC Consult GmbH is considered the date of payment. Cheques are not considered payment until encashment. If the client fails to pay the amounts due, then an interest rate of 8% p.a. applies starting from the due date. However, this does not affect possible enforcement of higher interest rates and further claim for damages in case of failure to pay.

(4) Offsetting against counter-claims on the side of the client or retention of payments due to such counter-claims is only permissible if the counter-claims are undisputed or decided by court.

(5) NORTH-TEC Consult GmbH have the right to supply outstanding deliverables or services under the prerequisite of advance payment or by way of security, if after conclusion of the agreement facts become known which affect the credit rating of the client and which might essentially endanger payment of receivables of NORTH-TEC Consult GmbH by the client resulting from the respective agreement (including individual orders based on the same framework agreement).

(6) In case of orders having a volume of more than € 50,000.00 NORTH-TEC Consult GmbH have the right to ask the client to provide for a confirmation of funds by the relevant bank or credit institute covering the total order value. The confirmation of funds must be available not later than eight weeks before start of construction work with NORTH-TEC Consult GmbH. In case the confirmation of funds is not available in time, NORTH-TEC Consult GmbH have the right to postpone the start of

construction work until the confirmation is submitted. If despite setting a deadline no confirmation of funds is submitted, NORTH-TEC Consult GmbH have the right to cancel the agreement.

§ 4 Delivery and Delivery Date

(1) All deliveries are ex works.

(2) Intended delivery dates stated by NORTH-TEC Consult GmbH regarding delivery of goods and services are always only approximate unless a fixed delivery date or delivery term is explicitly agreed on. If shipping was agreed on, then the delivery terms and delivery dates refer to the time of handover to the shipping agent, transport carrier, or any other third party contracted regarding transport of goods.

(3) NORTH-TEC Consult GmbH may – irrespective of any rights resulting from delays of the client – demand an extension of delivery and service terms in cases, in which the client does not comply with the contractual obligations with respect to NORTH-TEC Consult GmbH. In that case NORTH-TEC Consult GmbH will propose a later date.

(4) NORTH-TEC Consult GmbH are not liable for impossible delivery or delays in delivery due to force majeure or if these are caused by other occurrences which are unforeseen at the date of conclusion of the agreement (e.g. interruption of operations of all kind, difficulties in procurement of materials or energy, transport delays, strike or industrial action, legal lockouts, lack of workforce, energy or raw materials, difficulties in obtaining required government authorisations, government measures, or missing or belated deliveries from suppliers), and which lie outside the responsibility of NORTH-TEC Consult GmbH. If such occurrences have substantial adverse effects on the deliveries or services of NORTH-TEC Consult GmbH or make the deliveries or services impossible, and if the effects are not temporary, then NORTH-TEC Consult GmbH may cancel the agreement. In case of temporary impediments the delivery and service terms are extended by the period of time of the impediment plus a reasonable term of start-up. If due to the delay, the acceptance of delivery or services is not reasonable for the client, the client may cancel the agreement by informing NORTH-TEC Consult GmbH in written form.

(5) NORTH-TEC Consult GmbH have the right to supply partial deliveries if

- delivery of the remaining items is ensured and if
- this does not result in substantial additional effort or cost for the client (unless NORTH-TEC Consult GmbH agree to bearing the cost).

(6) If deliveries of services of NORTH-TEC Consult GmbH are late or if NORTH-TEC Consult GmbH fail to deliver goods or services, then the liability of NORTH-TEC Consult GmbH is limited to damages according to § 10 of these General Terms and Conditions.

§ 5 Place of Fulfilment, Dispatch, Packaging, Passing of Risk, Acceptance

(1) Place of fulfilment regarding all obligations resulting from the contractual relationship is Bredstedt, Germany, unless not otherwise specified. If the obligations of NORTH-TEC Consult GmbH also include the installation, then the place of fulfilment is the designated installation location.

(2) NORTH-TEC Consult GmbH are responsible for selecting an appropriate method of shipment and packaging based on thorough assessment.

(3) The risk is passed (the latest) when handing over the deliverable to the shipping agent, transport carrier, or any other third party contracted regarding transport of goods, starting with the begin of the loading process. This also applies in case of partial deliveries or if NORTH-TEC Consult GmbH have taken on other services (e.g. dispatch or installation). If shipping or handover are delayed due to circumstances caused by the client, then the risk is passed to the client at the date on which the deliverable is ready for dispatch and NORTH-TEC Consult GmbH have informed the client about that.

(4) NORTH-TEC Consult GmbH will only arrange for insurance of the goods to be delivered against theft, damage, transport damage, fire or water damage or regarding other insurable risks if this is explicitly requested by the client. The client then bears the cost for insurance.

(5) If acceptance is agreed on, then the deliverable is considered accepted if

- deliveries and, if NORTH-TEC Consult GmbH also provide for installation, the installation are completed,
- NORTH-TEC Consult GmbH have informed the client about the agreed acceptance procedure according to this § 5 and have asked the client for acceptance,
- since delivery or installation, 7 working days have passed, or the client started using the deliverable (e.g. by commissioning of the plant supplied).
- the client has failed to accept within that period of time for reasons other than a defect indicated to North-Tec Maschinenbau GmbH, which essentially impairs using or which makes using the deliverable impossible.

§ 6 Warranty, Defects

(1) The warranty period is one year starting from the date of delivery or, if acceptance is required, from the date of acceptance.

(2) The deliverables have to be carefully inspected immediately after delivery to the client or to a third party defined by the client. The deliverables are considered accepted if no written notice of defects is sent to NORTH-TEC Consult GmbH regarding obvious defects or other defects, which could be detected by immediate careful inspection within 7 working days after delivery or within 5 working days after detection of the defect or at any earlier time, when the defect became detectable for the client in case of normal use of the deliverable. The notice of defects requires the form defined in § 5. Upon request by NORTH-TEC Consult GmbH the defective deliverable is to be returned to NORTH-TEC Consult GmbH carriage-free. In

case of justified notice of defects NORTH-TEC Consult GmbH will bear the cost for the most cost-effective type of shipping. This does not apply if increased cost is due to the deliverable being used at a location other than the location of the designated use.

(3) In case of defects regarding the deliverables supplied NORTH-TEC Consult GmbH have the right and the obligation after a choosing an appropriate solution within a reasonable period of time either to rework or replace the deliverable. In case of failure, i.e. if reworking or replacement are impossible, not reasonable, refused, or result in inappropriate delay, the client may cancel the agreement or reduce the purchase price by a reasonable amount.

(4) If NORTH-TEC Consult GmbH are responsible for the defect, then the client may claim compensation according to the conditions defined under § 10.(5) In case of defects regarding components of third-party manufacturers which NORTH-TEC Consult GmbH cannot remedy for reasons of license regulations or factual reasons, then NORTH-TEC Consult GmbH will make compensation claims to their choice against the manufacturers and suppliers on behalf of the client or assign such claims to the client. Compensation claims against NORTH-TEC Consult GmbH in case of such defects, under the other prerequisites or according to these General Terms and Conditions are only possible, if the legal enforcement of the above claims against manufacturers and suppliers were not successful or have no prospect of success, e.g. due to bankruptcy.(6) The warranty is void if the client modifies or if the client causes a third party to modify the deliverable without the explicit consent of NORTH-TEC Consult GmbH, and if this results in the correction of defects to become impossible or unreasonable. In either case the client has to bear the resulting additional cost for correction of defects due to the modification.(7) If in the individual case it is agreed on with the client that used goods are delivered, then the warranty for defects is explicitly excluded.

§ 7 Implementation Conditions

(1) NORTH-TEC Consult GmbH will install the components included in the scope of delivery. The time of implementation depends on the agreement concluded. Heavy precipitation > 7L/m² within 24 h and/or temperatures (even if only for a short period) below + 5 °C will postpone the implementation deadline until the weather conditions change. This may not result in the client being entitled to warranty claims.

(2) In addition, the installation of the air-supported double membrane roof is subject to the following agreements: NORTH-TEC Consult GmbH are exclusively responsible for assessment of the weather conditions and the corresponding possibility regarding installation. The following limit values apply regarding installation:

- Ambient temperature: + 5 °C
- Wind speed: < 20 km/h
- Precipitation: 0 mm or intensive dew formation

The weather data are determined by NORTH-TEC Consult GmbH from the Internet platform www.wetter.com for the installation location specified in the agreement. For planning of the installation the above weather conditions must be forecast by the above Internet platform on Friday of the week before the installation. NORTH-TEC Consult GmbH will immediately inform about delays.(3) Independent of the conditions under (1) and (2) NORTH-TEC Consult GmbH explicitly reserve the right to make the final decision regarding the installation for reasons of occupational health and safety.

§ 8 On Site Services

(1) The client is obliged to provide for the following prerequisites for proper and trouble-free installation at the agreed start date of implementation, particularly regarding structural requirements. Waiting times, interruption of work, etc. due to inappropriate preparation on site which lie outside the responsibility of NORTH-TEC Consult GmbH are billed for separately as documented. The client is obliged to provide for relevant insurance coverage for the project (liability insurance for principals, structural work insurance, etc.)

(2) Also, the following requirements apply regarding permit/planning and site management which are to be met by the client:

(a) Obtaining and beforehand providing the construction permit and all other possibly required permissions.

(b) Measurements by authorities

(c) Before starting the implementation work it must be checked and verified that the tank as well as a central support provided are suitable for the planned purpose. Possibly required core drilling (e.g. for overpressure/underpressure protection) requires consultation with the manufacturer of the tank manufacturer regarding statics and to be carried out before start of the implementation work.

(d) Site management according to relevant local construction regulations

(3) Requirements on structural work (to be provided by the client):

(a) In case of polygon tanks (pre-fabricated elements) consultation with NORTH-TEC Consult GmbH is required beforehand.

(b) All wall penetrations as well as required sealing measures must be discussed and clarified with the manufacturer of the tank.

(c) A central support meeting our requirements must be erected having a circular support structure at the top (2.4m diameter; or, starting from 29 m, 2.4 m).

(d) The tanks / central supports must have sufficient load capacity and be prepared for installation

(e) All protective coatings, e.g. in the final storage are to be created in accordance with the technical instructions.

(f) The upper edge on the inside of the tank must be coated according to the instructions of the epoxy resin manufacturer.

(g) For the compressed air distributor a room must be provided complying with the requirements of NORTH-TEC Consult GmbH. The distributor must be permanently supplied with compressed air.(h) An appropriate overpressure/underpressure

- protection must be provided for according to the max. gas production.(i) On active fermentation tanks the required prerequisites (after consultation with NORTH-TEC Consult GmbH) must be provided in order to be able to carry out installation work according to the rules (e.g. gas-free working environment, lower filling level, etc.)
- (j) For tests like, e.g., tightness of the gas storage membranes the required conditions must be provided for.
 - (k) All required scaffolding as well as mobile crane work must be provided for on-site after clarification.
 - (l) On site, ISDN and DSL connection for the central control of the CHP must be provided.
 - (m) At the tanks, the retaining screw for the net of the double membrane roof must be mounted according to the specifications of NORTH-TEC Consult GmbH.
- (4) Requirements regarding solid material feeding to be provided by the client
- (a) A suitable installation surface (e.g. of concrete) must be built which is stable and protected against frost heave according to the minimum requirements of NORTH-TEC Consult GmbH.
 - (b) Creation of the respective collision protection.
 - (c) Protection against falling into feeding system / pits
- (5) Requirements regarding the construction site / installation / access road to be provided by the client
- (a) If there are no installation personnel of NORTH-TEC Consult GmbH on site, then the client is obliged to unload the goods delivered using their own resources.
 - (b) All requirements regarding occupational health and safety must be met on site.
 - (c) Paved storage and utility space of sufficient dimensions must be provided in front of each building excavation.
 - (d) Supply with water, electricity incl. high-voltage power (connected loads: 230V and 400V, 32A, 50KVA. 5-pole, with 35A cut-out, neutral conductor must be provided; max. distance to building excavation less than 50m).
 - (e) The client has to provide for suitable standing and working surfaces for mobile cranes up to 150t at the smallest possible distance to the dropping position. If the client wishes to select a position at a further distance, the client will bear the cost for additional hoisting capacity required (larger crane, extended service duration, etc.)
 - (f) Also, for transport of construction material an agricultural tractor with industry front-loader or equivalent mobile lifting gear must be provided free of cost.
 - (g) The access road to the site as well as the standing surface for the crane on site must be paved in a way that the traffic load complies with the relevant regulations for heavy goods vehicles, in Germany according to DIN 1072 SLW
 - (h) We do not assume liability for possible damage to access roads or the standing surface of the crane.
 - (i) On site services in case of installation in immediate proximity of the installation site: water, sufficient roofed storage and installation space as well as required scaffolding and circumferential catwalks at the installation site, easy access to the construction site, use of sanitary facilities and changing rooms by our installation personnel.
 - (j) Interruptions of the installation work on site as well as additional work upon the client's request are billed for separately.
 - (k) The following items are not included in the scope of delivery: groundwork, brickwork, roofer work, chiselling, core drilling, rendering, sealing, and coating, as well as fire protection measures, internal and external lightning protection, acceptance and permissions by government authorities, and other services which are not explicitly stated.
- (6) The start of the construction project may be postponed if no construction permit is available. Delays are then at the responsibility of the client and do not result in the client being entitled to compensation claims.
- (7) The following measures have to be taken by the client at the client's cost:
- (a) Collision protection must be provided for all above ground piping.
 - (b) It must be possible to install pumps at frost-protected and dry locations.
 - (c) Unloading construction material must be carried out on site.
 - (d) Excess material remains the property of NORTH-TEC Consult GmbH.
 - (e) Safe and dry storage of construction material and waste disposal
 - (f) Crane set-up area, construction roads
 - (g) Filling levels
 - (h) Strip footing for CHP building
 - (i) Filling of tanks
 - (j) Heating the fermenters
 - (k) Construction of the required pipe trench
 - (l) Waste disposal
 - (m) Connection point to earth termination system on site
- (8) Requirements regarding switchgear
- (a) dry and dust-free installation, at least protected according to IP55 (also for intermediate storage)
 - (b) Ambient temperature between 10 °C and 30 °C.

§ 9 Copyright and Related Property Rights

- (1) According to this § 9 NORTH-TEC Consult GmbH ensure that the deliverable is free of commercial intellectual property rights or copyrights of third parties. Each of the contract parties will immediately inform the other contract party in written form in case of claims made against the party due to infringement of such rights.
- (2) In case the deliverable infringes commercial intellectual property rights or copyrights of third parties NORTH-TEC Consult GmbH will modify or replace the deliverable to their choice and at their own cost in a way that no third party rights are infringed but the deliverable will still provide the agreed functionality. Alternatively, NORTH-TEC Consult GmbH will sign a license agreement in order to provide the client with the legal right of use. If NORTH-TEC Consult GmbH fail to do so within a reasonable time span, the client may cancel the agreement or reduce the purchase price by a reasonable amount. Any compensation claims of the client are subject to § 10 of these General Terms and Conditions.

(3) In case of infringement of rights by third-party products supplied by NORTH-TEC Consult GmbH, NORTH-TEC Consult GmbH will make claims against the manufacturers and pre-suppliers to their choice or assign such claims to the client. Claims against NORTH-TEC Consult GmbH are possible in such cases according to § 9 only if the legal enforcement of the above claims against manufacturers and pre-suppliers were not successful or have no prospect of success, e.g. due to bankruptcy.

§ 10 Liability

(1) According to this § 10, the liability of NORTH-TEC Consult GmbH and resulting compensation is limited, irrespective of the legal cause, particularly for impossibility, delay, defective or incorrect goods and services delivered, violation of contract, violation of duty in the course of contract negotiations, and unauthorised action, if it is a question of culpability respectively.

(2) NORTH-TEC Consult GmbH do not assume liability for simple negligence of one of their organs, legal representatives, employees, or other agents, if it is not a violation of essential contractual obligations. Essential are the obligation to deliver in time and the installation of a deliverable which is free of substantial defects, consulting and protection duties, as well as duty of care which shall ensure the agreed use of the deliverable for the client, or which have the purpose of protecting life and health of the client's personnel or protecting the client's property against substantial damage.(3) If NORTH-TEC Consult GmbH are liable according to § 10 (2) on their merits, the liability is limited to damage foreseen as possible consequence of violation of contract on conclusion of the agreement or which should have been foreseen when applying due diligence. Indirect damage and consequential damage as a consequence of defects of the deliverable may only be compensated, if such damage could be typically expected when complying with the designated use of the deliverable.(4) In case of liability for simple negligence the liability of NORTH-TEC Consult GmbH to pay damages for property damage is limited to an amount of EUR 1.0 million per damage event (according to the current coverage of their product liability insurance or third-party insurance), even if essential contractual obligations are violated.(5) The above exclusions and limitations of liability in the same way apply to the benefit of the organs, legal representatives, employees, or other agents of NORTH-TEC Consult GmbH.

(6) If NORTH-TEC Consult GmbH give technical information or provide consulting services which is not included in the agreed scope of delivery due, such information and services are free of cost and any liability whatsoever is excluded.

(7) The limitations of this § 10 do not apply to liability of NORTH-TEC Consult GmbH due to wilful act or criminal intent, for warranted characteristics, due to personal injury, injury to health, or according to product liability law.(8) NORTH-TEC Consult GmbH are not liable for loss of production, operation downtimes, and lost profit.

§ 11 Retention of Title

(1) NORTH-TEC Consult GmbH reserve the retention of title regarding the goods delivered until complete payment of the purchase price for the goods. As long as the retention of title remains effective the client must not sell or otherwise act regarding the ownership of the goods subject to retention of title.

(2) In case of third-party access— particularly by bailiffs – to the goods subject to retention of title the client will inform about the ownership of the deliverable by NORTH-TEC Consult GmbH and inform NORTH-TEC Consult GmbH immediately so that they can enforce their property rights.

(3) In case the client violates the agreement, particularly in case of delay in payment, North-Tec Maschinenbau have the right to reclaim the goods subject to retention of title, if North-Tec Maschinenbau have cancelled the agreement.

§ 12 Changes in Statutory Regulations / Requirements

If government authorities should issue new permits or new conditions or additional regulations etc. regarding existing permits (e.g. emission limit values, safety requirements, membrane sealing, etc.) resulting in additional effort / modified services, then these are not included in the offer price. The same applies to issue of new laws, regulations, directives and relevant changes regarding pre-suppliers or the recognised state of the art in science and technology.

§ 13 Final Provisions

(1) Venue for all legal matters resulting from the business relationship between NORTH-TEC Consult GmbH and the client is at the choice of NORTH-TEC Consult GmbH Flensburg, Germany, or the registered office of the client. For legal action against NORTH-TEC Consult GmbH Flensburg, Germany, is the sole venue. However, this does not affect relevant statutory regulations regarding exclusive venues.

(2) The relationship between NORTH-TEC Consult GmbH and the client are exclusively subject to the laws of the Federal Republic of Germany.

(3) If the agreement or these General Terms and Conditions contain regulatory gaps, for filling these gaps legally effective regulations shall be considered agreed on which the contract partners would have agreed on in accordance with the economic purpose of the agreement and the purpose of these General Terms and Conditions, if they had known the gaps beforehand.