

## General terms and conditions of sale, delivery and payment for commercial and industrial systems of Bosch Industriekessel GmbH

### 1. General information.

1.1 The following conditions apply to contracts on the sale and/or delivery of movable goods including any software and auxiliary services included therein or delivered with the goods, such as commissioning, proposals and advice, if explicit reference is made to these conditions in the contract. The following conditions apply exclusively. Diverging, conflicting or supplementary General Terms and Conditions of the Customer shall only become part of the contract to the extent that we have explicitly consented to their validity. This requirement for consent applies in any case, even if we make an unconditional delivery to the customer in the knowledge of the General Terms and Conditions of the Customer.

1.2 These conditions shall only apply to contracts concluded with commercial customers, legal entities under public law or special assets under public law. If our deliveries include software (see Section 1.1), our licence conditions shall take priority; if our deliveries include Open Source software (hereinafter referred to as "OSS"), the respective OSS licence conditions shall take priority over all conflicting licence and other delivery-related conditions. We shall deliver these licence conditions together with the goods or shall make them available to the customer in advance on request. To the extent that the OSS licence conditions provide for a different kind of provisioning of the respective OSS licence conditions, we shall also make these available on the communication channel provided for.

1.3 Our offers are non-binding. Sales agreements and all other agreements (including ancillary agreements) shall only come into effect through our explicit confirmation. Legally binding declarations and notices by the customer in relation to the contract (e.g. deadlines, defect notifications) must be submitted in writing or text, to the extent that there are no stricter formal requirements under applicable law.

1.4 Business correspondence created using data processing systems (e.g. order confirmations, invoices, credit notes, account statements, payment reminders) shall be legally binding even without signature.

1.5 Unless explicitly agreed otherwise, the delivery items shall meet the applicable statutory product requirements, including labour and environmental protection regulations, on the German market. In the case of export by the customer, it shall be solely the customer's obligation to ensure product conformity for the respective destination country and to procure the necessary documents and approvals for the respective destination country.

### 2. Prices.

2.1 The prices agreed by the Parties in the contract shall apply plus VAT in the respective statutory amount. They shall apply for the agreed delivery time for the place specified in the order confirmation, including loading (systems and conversions FCA – Incoterms 2020, spare parts DAP – Incoterms 2020). Unless otherwise agreed, the prices shall be exclusive of packaging.

2.2 All public charges (taxes, fees, customs duties, etc.) incurred outside of Germany due to or in connection with the completion or processing of the order, shall be borne by the customer.

2.3 The agreed prices shall apply only upon acceptance of the agreed quantities.

2.4 Partial deliveries shall be charged separately, unless explicitly otherwise agreed.

### 3. Terms and conditions of payment.

3.1 The agreement of the terms and conditions of payment for the delivery of systems and conversions shall be order-based. In principle, and unless otherwise agreed, spare parts shall only be shipped against prepayment.

3.2 All payments shall, without consideration of other instructions of the customer, always be deemed to be made first to interest and costs and then to our oldest receivables.

3.3 In the event of default in payment, we shall charge statutory default interest rates. The assertion of a further claim for compensation shall not be excluded.

3.4 In the event of default in payment, non-redemption of cheques or bills of exchange, cessation of payment, initiation of an action to settle debts, non-compliance with the terms and conditions of payment or in the event of circumstances that could reduce the customer's creditworthiness, all our receivables shall be due immediately – even in the event of a deferral. We shall also be entitled to execute outstanding deliveries only against prepayment in cash or to withdraw from the contract after setting a reasonable grace period and demand compensation instead of performance.

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3.5 The customer may only offset against receivables that are undisputed or have been established by a final court ruling.

### **4. Retention of title.**

4.1 Our deliveries shall be made exclusively under retention of title (retained-ownership goods). The property shall transfer to the customer only once the customer has paid off all of its liabilities (including any accessory claims) from our goods deliveries. In the case of running accounts, the retention of title shall act as a security on our balance receivable, even if payments are made to specially designated receivables.

4.2 Processing and fabrication of goods delivered by us and still owned by us shall always be on our behalf, without resulting in any liabilities for us. If the goods delivered by us are mixed or combined with other items, the customer shall transfer (co-)ownership of the resulting item to us in the ratio of the invoice value of our retained-ownership goods to the invoice value of the other goods used.

4.3 The customer may only sell or use the delivered goods in the normal course of business (e.g. under a works or sales contract), if its customer has not excluded the assignment of the receivable from the resale or reuse. The customer shall ensure that its customer gives its consent, reserved for assignment to us, in the required form. Chattel mortgaging and pledging of the retained-ownership goods shall be prohibited for the customer.

4.4 The customer must notify us without delay of a seizure, even if it is only imminent, or of any other impairment to our retention of title by third parties, in particular of the existence of global assignments and factoring contracts, and must confirm our retention of title in text both to the third party and to us. In the case of seizure, a copy of the seizure report shall be sent to us.

4.5 If the customer defaults in payment, we shall be entitled to demand the surrender of the retained-ownership goods and enforce immediate ownership of them ourselves or through an authorised representative, regardless of where they are located. The customer shall be obligated to surrender the retained-ownership goods to us and to issue the information required by us to assert our rights and hand over documents to us. The demand for the surrender of goods shall not be deemed to be withdrawal from the contract. The same applies to the return of retained-ownership goods.

4.6 To safeguard all of our current and future claims from the business relationship, the customer hereby assigns to us all receivables (including from a current account) with ancillary rights, which the customer incurs through the resale and other use of the retained-ownership goods (e.g. combining, fabrication, installation in a building).

4.7 If the sale or other use of our retained-ownership goods – in whichever condition – occurs together with the sale or other use of items covered by third party rights and/or in connection with the provision of services by third parties, the assignment in advance shall be limited to the invoice amount of our invoices.

4.8 The customer shall be entitled to collect the receivables assigned to us. In the event of default in payment, cessation of payment, requesting or opening insolvency or out-of-court composition proceedings or other financial collapse of the customer, we may withdraw the direct debit authorization. On request, the customer must notify us of the assigned receivables and their debtors, provide us with all information required to collect the direct debit, hand over the associated documents and inform the debtor of the assignment. We shall also be entitled to notify the customer's debtor of the assignment and request them to make payment to us.

4.9 If the achievable value of the securities due to us in accordance with the above-mentioned provisions exceeds the value of our receivables by more than 10%, we shall, at the customer's requests, release any exceeding securities at our discretion.

### **5. Delivery.**

5.1 Changes and supplements following completion of the contract shall require our written consent.

5.2 Limits of supply (interfaces) and service exclusions are defined in the description of the scope of delivery and services in the order confirmation.

5.3 Unless otherwise explicitly agreed, our deliveries for systems and conversions shall be implemented FCA – Incoterms 2020 to the location specified in the order confirmation. The delivery shall be made through provision for collection by the customer at the location specified in the order confirmation. Transport to a different location shall not be part of our scope of delivery and service, unless otherwise explicitly agreed.

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For spare parts deliveries, the delivery shall be made, unless otherwise explicitly agreed, DAP – Incoterms 2020 to the location specified by the customer in the purchase order.

5.4 If the transport is organized by us and/or the shipping costs are accepted by us, recognizable transport damage must be reported immediately upon delivery, and externally indistinguishable transport damage must be reported within seven days of delivery, otherwise perfect delivery shall be assumed.

### **6. Delivery time and delivery difficulties.**

6.1 Delivery times or delivery dates shall be agreed individually. Unilateral specifications are non-binding. Delivery times shall begin with the date of our order confirmation, but not before clarification of all execution details and all other requirements to be established by the customer for proper processing of the contract. Delivery dates shall be adapted according to the time between conclusion of the contract and the availability of all delivery prerequisites. Early deliveries and partial deliveries shall be permissible. The day on which the goods are provided to the agreed shipping point of our delivering factory or warehouse shall be deemed the delivery day.

6.2 For delivery items that we ourselves do not manufacture, we reserve the right to timely and correct delivery by our suppliers, unless we are responsible for the delayed or incorrect/non-delivery.

6.3 Events of force majeure shall extend the delivery time to a reasonable extent and shall entitle us to withdraw from the contract in whole or in part in the case of an unforeseeable end to the delivery delay. Industrial action, disruptions at our places of business or other events for which we are not responsible and which are unavoidable (unavailability of goods and services, e.g. due to epidemics, wars, terrorist attacks), which make delivery significantly more difficult or impossible for us, shall be considered as force majeure. This shall apply even if the above-mentioned circumstances occur during a delay or at one of our suppliers or sub-suppliers.

6.4 The start of our delivery delay shall be determined in accordance with the statutory regulations. However, the customer may only withdraw from the contract in accordance with the statutory regulations if we are responsible for the delay. Section 13 applies to claims to compensation due to default.

6.5 If the customer culpably defaults in acceptance, defaults in acceptance of the delivery, culpably omits to carry out an act of cooperation, or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting losses, including additional expenses (e.g. storage costs), and/or to withdraw from the as yet unfulfilled part of the supply agreement. We shall also be entitled to store or ship the goods at the cost and risk of the customer.

### **7. Additional services.**

7.1 Services not explicitly mentioned in the contract, which are required for performance of the order or are executed at the customer's request, shall only be a component of the contract with our consent. To the extent that the Parties have not reached any particular remuneration agreement for such services, these shall be remunerated in addition, in accordance with our respective valid cost rates. These cost rates can be requested from us if required.

7.2 For work outside normal business hours (Monday to Friday from 7:00 am to 5:00 pm), surcharges shall be charged in accordance with the respective valid cost rates.

7.3 Waiting times for which we are not responsible and/or repeated arrivals and departures shall be charged according to time and travel costs based on the respective valid cost rates.

7.4 Should it not be possible to begin commissioning for reasons for which we are not responsible, or should commissioning be cancelled, this commissioning shall be charged in full and the new performance or continuation of the commissioning shall also be charged according to the respective valid cost rates.

### **8. Return.**

The return of material from our deliveries is excluded.

### **9. Performance, consumption, and emissions levels; Inspections and factory acceptance tests.**

9.1 The binding performance, consumption and emissions levels are agreed in the contract.

9.2 If the customer or third parties commissioned by the customer require the performance of inspections or acceptance tests in our manufacturing plant, these must be agreed by the customer with Bosch in good time. The customer shall bear the costs of such

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inspections or factory acceptance tests.

### **10. Commissioning.**

10.1 To the extent that Commissioning is agreed with us, we and the customer shall agree a date for commissioning within Germany with a lead time of at least four weeks, and for commissioning abroad with a lead time of at least eight weeks. We shall not be obligated to undertake commissioning or other deployments on site in regions to which a (partial) travel warning from the German Foreign Office applies.

10.2 The documents to be provided by the customer in accordance with the commissioning checklist shall be submitted by the customer at the latest two days prior to commissioning. We shall send the commissioning checklist to the customer prior to commissioning. In addition, the customer shall ensure that the system is assembled ready for operation and that, at the time of commissioning, the system is supplied with all necessary energy sources and media and that there is an adequate output demand.

10.3 We shall only be obligated to perform commissioning if, prior to the start of commissioning, we have received all contractual payments due before that time.

10.4 Commissioning shall be implemented within the context of the respective technical requirements and conditions, with the aim of contractual operation of the system. We reserve the right to make necessary changes and additions to the system during commissioning. Successful commissioning shall be documented in writing in the commissioning report and must be confirmed by the customer.

10.5 The customer must meet all prerequisites that are required for uninterrupted commissioning and secure start-up of continuous operation of the system. The necessary prerequisites result from the commissioning checklist as well as the following regulations. The customer must make its staff available for training and assistance, free of charge. Official and other approvals must be provided by the customer. On request, we can provide the customer with the necessary documents for our scope of delivery and service. Supporting documents required by authorities or other third parties as well as any measuring tools required for this, shall be provided by the customer.

### **11. Material defects and defects of title.**

11.1 Unless otherwise specified in these terms and conditions of supply, including the following provisions, the statutory regulations shall apply to material defects and defects of title. For defects of title constituting violations of third party industrial property and/or copyrights, see Section 12.

11.2 The delivery item is free from material defects if it corresponds to the product description or – to the extent that there is no product description – the respective state of the art. We reserve the right to make changes to the construction and/or design that do not impair the functionality or value of the delivery item. Such changes do not represent material defects.

11.3 Guarantees for the condition and service life of the delivery item shall be deemed given only to the extent that we have explicitly declared the guarantee as such. We shall only be responsible for public statements, in particular in advertising, if we arranged them. Claims for defects can only be asserted due to such statements if the statement actually influenced the customer's decision to buy. Guarantees accepted by our suppliers in guarantee declarations, applicable advertising or other product documents are not arranged by us. They obligate only the suppliers providing these guarantees. Paragraph 1 of this Section remains unaffected.

11.4 Claims for defects by the customer require that the customer meets its statutory obligations of examination and notifications of non-conformity.

11.5 If the supplied item has defects or does not correspond to a guaranteed condition, we shall remedy the defect free of charge within a reasonable period either through repair or delivery of a non-defective item (subsequent fulfilment). The customer shall grant us or our authorised representatives time and opportunity to do so. If this is not the case or if changes or improper repairs are made to the defective item, we shall be exempt from the liability for defects.

11.6 If the contractual item is used at a place outside the country of the contractually agreed location, we shall only reimburse the expenses, in particular transport, travel, labour and material costs, required for the purpose of subsequent fulfilment (Section 11.5.) or return following withdrawal from the contract to the extent to which they would have been incurred if the delivery item had been installed in the country of the contractually agreed location.

11.7 Claims for defects shall not be valid in the case of faults that occurred following the transfer of risk due to e.g. natural wear, the

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violation of planning, condition, maintenance and installation guidelines, unsuitable or improper use, incorrect or negligent handling, storage or installation or due to interventions in the supplied goods by the customer or a third party. The product documentation (condition, maintenance and installation guidelines) is part of the scope of delivery of the product. For steam boilers and hot water boilers, this is also available on request.

11.8 The following limitation periods apply to claims for defects:

11.8.1 To the extent that there is no case in accordance with Section 438(1) No. 2b) of the German Civil Code (BGB), claims due to defects in combined heat and power units and spare parts shall expire in 12 months, and claims due to defects in other delivery items shall expire in 24 months.

11.8.2 For systems and accessories or spare parts supplied with systems, the limitation period begins upon commissioning of the system, or at the latest three months after the agreed delivery date, to the extent that we were ready to deliver at this time.

11.9 Notwithstanding the above-mentioned limitation periods, the service life of a wear part (e.g. anodes, batteries, gaskets, electrodes, desulphurisation cartridges, filters/sieves, filter dryers, lamps, oil nozzles, fireproof clay, fuses and thermocouples or consumables, such as sealing compound or granules) results from its wear and tear when used as intended (usual service life). This can be shorter than the periods specified in Section 11.8. To the extent that the replacement of a wear part is required after expiry of its usual service life, this shall not justify a claim for defects.

11.10 On request, the customer shall, without delay, provide us with the operator's operating records and, to the extent that maintenance was not carried out by us, the maintenance protocols of the system, to check for the existence of a warranty case.

11.11 Parts replaced in the course of our warranty service shall become our property.

11.12 For software, we meet our obligation to rectification if we provide a software version that no longer contains the defect. It shall be the customer's responsibility to install software provided in the context of subsequent fulfilment, to the extent that the installation is technically possible for the customer. For software, the repair can also be carried out by indicating a means of working around the defect, to the extent that this is acceptable to the customer, taking into account the impact of the defect and the circumstances of the highlighted workaround solution. Our statutory right to refuse the subsequent fulfilment remains unaffected.

11.13 In principle, we perform all repairs or replacement deliveries out of goodwill and without recognition of a legal obligation. An acknowledgement resulting in the limitation period being restarted shall exist only if we explicitly declare this to the customer.

11.14 We shall not be liable for damages due to commissioning that was not performed or arranged by us.

11.15 Sections 12 and 13 shall apply additionally to claims for compensation. Further claims of the customer due to defects are excluded.

11.16 To the extent that we, at the special request of the customer, have provided planning aids beyond our delivery obligation, we shall only be liable to the extent that we correct our demonstrably faulty planning aids or provide them again, at our discretion. To the extent that we are not liable in accordance with Sections 12 or 13, any further liability for planning aid is excluded.

## **12. Industrial property rights and copyright.**

12.1 We shall be liable for claims resulting from the violation of industrial property rights or copyrights of third parties (hereinafter referred to as "property rights"), that take effect in the Federal Republic of Germany or the agreed place of use of the delivery item. This shall not apply if the customer or end customer or a company in which the customer holds, directly or indirectly, a majority of the shares or voting rights has or had ownership or usage rights to the property rights.

12.2 The customer must inform us immediately upon becoming aware of the risks of violation and suspected violation cases and give us the opportunity to counteract corresponding claims amicably. At our request – if possible and permissible – the customer must leave the management of legal disputes (including out of court) to us.

12.3 At our discretion, we shall be entitled, (i) to arrange a right of use for the deliveries violating a property right, (ii) to modify the deliveries such that they no longer violate the property right, or (iii) to replace the deliveries with similar deliveries that no longer violate the property right. We reserve the right to take these discretionary measures even if the violation of property rights has not yet been legally ascertained or acknowledged by us.

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12.4 Claims by the customer shall be excluded (i) to the extent that the customer is responsible for or caused the violation of property rights, (ii) if the customer does not provide us with reasonable support in defending claims by third parties, (iii) if the deliveries were made in accordance with the customer's specifications or instructions, (iv) if the violation of property rights is due to usage in conjunction with another material (including software) that was not supplied by or approved by us or (v) if the deliveries are not used in accordance with the contract.

12.5 Even in the case of violations of property rights, claims by the customer to compensation for losses and expenses shall exist only in accordance with Section 13. Section 11.8 applies accordingly to the limitation period for claims due to violations of property rights. Claims by the customer due to the violation of property rights that are farther reaching than those regulated in this Section 12 are excluded.

### 13. Liability.

13.1 We shall only be liable for compensation and replacement of futile expenses (Section 284 of the German Civil Code (BGB) due to violation of contractual or non-contractual obligations (e.g. due to default or tort)

- In the event of intentional or gross negligence;
- Due to culpable loss of life, personal injury or damage to health;
- Due to fraudulent concealment of a defect or assumption of a guarantee of quality or;
- According to the Product Liability Act (Produkthaftungsgesetz) for personal injury or material damage to privately used items.

13.2 Furthermore, we shall not be liable due to violation of key contractual obligations even in cases of minor negligence. In this case, however, our liability shall be limited to the damages reasonably foreseeable at the time of conclusion of the contract and that are typical of the contract.

13.3 The above-mentioned regulations shall apply in the same scope to our subcontractors and vicarious agents.

13.4 No change in the burden of proof to the detriment of the customer shall be associated with the above provisions.

### 14. Confidentiality, data protection.

14.1 "Confidential information" means all business secrets and business or technical information (including features found in any transferred items, documents or software, and other knowledge or experiences) made accessible by us, regardless of whether they are marked as confidential or not. With regard to the protection of business secrets in accordance with the Trade Secrets Act, the customer recognises that our non-disclosure measures are adequate.

14.2 Confidential information, to the extent that it is not demonstrably publicly known or intended by us for disclosure by the customer, must be kept secret from third parties. In the customer's own business, confidential information must only be made available to persons who may need to be involved in its use and who are also obligated to observe secrecy; such information remains our exclusive property. Without our written consent, confidential information must not be duplicated or used for commercial purposes; without corresponding consent, the customer is also not authorised to reverse engineer the delivery items.

14.3 The customer shall inform us immediately if it becomes aware that confidential information has been disclosed in violation of these agreements. In this case, the customer must, to the best of its ability, ensure that this disclosed confidential information cannot be disclosed/used by the unauthorised recipient and is deleted. At our request, all confidential information (if relevant including copies or records produced of it) and items provided on loan must be immediately and completely returned to us, destroyed or deleted. We reserve all rights to the confidential information (including copyrights and the right to register industrial property rights, such as patents, utility models, semi-conductor protection). To the extent that this information was made accessible to us by third parties, this legal reservation also applies to the benefit of these third parties.

14.4 To the extent that personal data is processed, we observe the statutory regulations on data protection. In this case, the details on the data collected and its respective processing result from a Data Privacy Statement provided by us or an Agreement on Data Processing, to be concluded separately. The customer shall make the Data Privacy Statement provided by us available to its vicarious agents involved in the performance of the contractual relationship.

14.5 The customer shall be obligated to specify the correct data with regard to the data required for processing of the contract. In the event that personal data is incorrect, we may be unable to meet our contractual obligations.

14.6 If, at a later time, parts of the deliveries become the subject of a field action required for product safety reasons, the customer shall be obligated to support us in determining which of the customer's own customers are affected by such a field action by providing us with their address and contact information.

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14.7 To the extent that personal data is processed, we observe the statutory regulations on data protection. In this case, the details of the data collected and its respective processing result from the Data Privacy Notices provided, which are available at <https://www.bosch-industrial.com/agbs>.

### 15. Export controls.

15.1 Either contractual partner shall be entitled to refuse to perform a contract if such is restricted or prohibited by foreign trade regulations, particularly the applicable national and international [re]export control and customs regulations, including embargoes and other state sanctions, which, in accordance with these regulations, apply to this contract (hereinafter referred to as "Foreign Trade Regulations"). In these cases, both contractual partners shall be entitled to terminate this contract in the required scope.

15.2 If performance of the contract is delayed due to requirements for authorisation, permits or similar, or due to other procedures in accordance with Foreign Trade Regulations (hereinafter jointly referred to as "Authorisation"), then any agreed delivery dates and deadlines for delivery shall be extended/postponed accordingly; liability of the contractual party in connection with the delay shall be excluded. In the event that Authorisation is denied or is not granted within 12 months of the application being submitted, we shall be entitled to rescind the contract, at least to the extent that performance of the contract is dependent on Authorisation.

15.3 The contractual partners shall immediately inform each other upon becoming aware of regulations of foreign trade regulations, which could lead to the restrictions, prohibitions or delays specified in Sections 15.1 and 15.2.

15.4 The customer is obligated to provide us, at our request, with all information and documents that are required to comply with foreign trade regulations or are required by the authorities in this regard. These obligations may, in particular, include details regarding the end customer, the destination and the intended use of the deliveries. We shall be entitled to withdraw from the contract or refuse to provide the service if the customer does not provide us with this information and documentation within a reasonable period.

15.5 If the customer transfers our deliveries to a third party (including affiliated companies of the customer), the customer shall undertake to comply with foreign trade regulations. If the customer violates this obligation, we shall be entitled to refuse to fulfil the contract or to terminate this contract for just cause.

15.6 Our liability for losses in connection with or due to our refusal to fulfil the contract or due to our termination of this contract in accordance with Sections 15.1, 15.2, 15.4 and 15.5 is – to the extent legally permissible – excluded.

### 16. Choice of law and place of jurisdiction.

16.1 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the Conflict of Laws and the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG).

16.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between us and the customer is Stuttgart (or the local court (Amtsgericht) in 70190 Stuttgart for local court disputes). However, we shall also be entitled to sue the customer (i) at our registered office, (ii) at the registered office of our branch office executing the order, (iii) at the customer's registered office, or (iv) at the place of performance of the delivery obligation. Mandatory or exclusive places of jurisdiction remain unaffected.

### 17. Partial invalidity.

17.1 Should one provision of these General Terms and Conditions of Sale, Delivery and Payment or one provision in the context of other agreements between the customer and us be or become ineffective, this shall not affect the effectiveness of all remaining provisions or agreements.