

General Supply Chain Management Terms for Deliveries and Performances

1. General items, Scope

- 1.1 The following Supply Chain Management Terms for Deliveries and Performances are an essential part of the orders that apply to deliveries and performances (uniformly called "Performances"). They are applicable to companies, corporate bodies under public laws and special funds under public law (CO).
- 1.2 By uncontradicted acceptance, the CO agrees with these Supply Chain Management Terms, with their exclusive validity for the respective order as well as for possible follow-up businesses. If special agreements are made for certain orders that are different from the agreements in the Supply Chain Management Terms, these Supply Chain Management Terms shall apply with secondary importance and complementarily.
- 1.3 With this, the decisiveness of different General Terms and Conditions issued by the CO shall be contradicted, also in the case that they are communicated to the client (CU) in a letter of confirmation or in another way.

2. Legal basis

- 2.1 The legal regulations in the HGB (German Commercial Code) shall be the basis for the orders.
- 2.2 If individual provisions of the legal regulations in the HGB contradict the following items of the order, generally the conditions of the order shall apply, so far the legal regulations are not obligatory.

3. Scope of delivery / performance

Content of the order is the scope of delivery and performance specified in the text in the list of ordered items. Differences of dimensions and weights of the packages determined by its design are possible provided that they have been ordered accordingly; the client will only be entitled to charge additional costs for deviations when they are so significant that the transport concept must be changed.

4. Checks, inspections (Surveys)

The CU reserves the right to carry out surveys or have them carried out. The scope of services provided by the surveyor authorized by the customer or the CU is as follows:

- Monitoring / supervision of loading and unloading
- Verification and evaluation of stowage and of the placement of transport securing devices for all packages before transport.

In a timely way, the CU or its customer informs the CO on the exact date, on which the survey shall be carried out so that the CO's participation will be ensured. The CO makes sure that, during the survey, the employees authorized by the customer or authorized persons will get unlimited access to the places and / or equipment necessary for the survey, provided that the CO has also direct access privilege to the respective places and / or equipment in the course of its activities and service provision in connection with this contract. Such surveys are carried out without each and any legal effect referred to a possible acceptance test, a survey does neither replace the acceptance test, nor restrict the CO's sole responsibility in any way referred to its performance. Especially, no plea for the CU's comparative negligence can be raised.

5. Transport delay

If deadlines cannot be met due to the CO's fault, the CU reserves the right to assign another company after waiting a reasonable period referred to the set deadline. The CU will charge the resulting costs to the CO's account.

6. Transport safety

The CO, or its vicarious agents, monitor the loading process of the transport means and, before departure, it has to check if the transported goods are loaded and fixed safely for operation and transport. The CO must protect goods transported on open vehicles effectively from atmospheric conditions, especially humidity.

7. Transport insurance

The CU covers the insurance for damages on the transported goods for the whole transport way. Required additional insurances that serve for the CO's exoneration, must be covered and born by the CO. The CO undertakes to provide for a transport that will be free from damages and to instruct its vicarious agent accordingly.

If transport damages occur, the CO undertakes the following duties:

- Immediately to send the announcement of claim incl. photographic documentation to the CU (the description of damage must be accurately documented in the announcement of claim and the documents of transport)
- Securing of regression against freight carriers and other possible persons in the individual case by giving notice of liability in due time.
- In the event of damage, assigning all rights to claim for damages to the CU.

8. Force majeure

In case of force majeure, the CU as well as the CO shall be exempted from their duties at first.

Force majeure appears when the hindrance is caused by events that also could not be predicted and avoided through supreme, justifiably expected diligence.

The CO undertakes, in close coordination with the CU, to do everything to reduce the occurred restrictions, as well as the resulting costs, to a minimum. There is the mutual obligation to provide information.

The CO is instructed to immediately communicate the occurred restriction to the CU. The same applies to the CU.

9. Termination clause / Suspension of orders

If the contract between the CU and its customer (final customer) is cancelled, also the CU's order placed with the CO shall be seen as cancelled / rescinded.

In such a case, the CO will get paid all costs incurred to the CO for already finished or currently being processed transports until the date of termination.

10. Right of lien / Right of retention / Set-off

The CO does not have a right of lien / right of retention in the goods taken over from the CU and in the documents issued in this connection. A right for set-off

against the CU's claims is only due to the CO when the claim has been legally established.

11. Assignment of claims

Claims against the CU may only be assigned to another party after receiving the CU's prior written consent. § 354a HGB shall remain unaffected hereof.

12. Liability

The CO shall generally be liable as transport carrier with all its activities in compliance with the statutory regulations. For damages in the sense of loss, damages, as well as when exceeding the date of delivery, the CO shall be liable according to the respective multimodal transport rules, if this is obligatory.

13. Confidentiality

The content of the order must be treated as confidential. The CO shall treat all documents, data and information which have been disclosed to it or entered into its possession, as confidential and only use them for the purpose of the order, protect them from third parties' access and shall not make them available to third parties, unless the respective information and knowledge are already generally known, or will become common knowledge, or were well known to the CO when they were disclosed to it without violating any confidential agreements, or there is the statutory duty to disclose them.

14. Freight, charges

The total net value of the order is based on the prices stated in the order items and the specified scope of delivery and performances. There is no right to claim for payment of the total net value of the order, provided the costs of the actually performed performances do not undershoot the total net value of the order. Only the actually performed performances and the connected costs are decisive for invoicing. The prices mentioned in the order apply to the execution of the Terms of Delivery and Performance mentioned in the order. The prices are subject to legal value added tax. Reduction of agreed freights, charges or other costs, (among others, due to changed economic situation) shall be adapted in coordination between CU and CO.

15. Invoicing

Without exception, all invoices shall be addressed as follows:

Mitsubishi Power Europe GmbH
Zentraler Rechnungseingang
Schifferstr. 80
47059 Duisburg

and shall be sent in PDF format to the following email address: invoice@eumhi.com.

Furthermore, payments shall only be made under the following conditions: Quotation of the above mentioned order number(s) and item number(s) (CAUTION: If there are more than one ordered items, each individual order item must be declared separately. Quotation of the consignment number at the end of the item text Quotation of the belonging project code word (project name) Addition of the bill of lading of the respective transport carrier of the order, resp. certificate of achievement must accompany the invoice in one PDF-file. Partial invoicing by the CO is only accepted after

consultation with the CU and after receiving its written consent.

16. Tax

16.1 If the CU determines that there is an obligation to withhold taxes (e.g. withholding tax) or if the CU is requested to do so by the appropriate authorities, the CU is entitled to deduct these amounts from the Supplier's invoice amount without prior notice and to pay them to the authorities. The necessity of a withholding is determined by the relevant legal regulations of the country in which the Supplier operates. If the supplier has documents relating to such an exemption, these must be submitted without delay and unsolicited. The right of the Supplier to reclaim the taxes and duties from the authorities levying them remains unaffected.

16.2 The CO shall comply with the applicable tax regulations. In this context, the CO shall fulfil all tax obligations existing in its country of domicile, country of activity or in third countries, i.e. the CO shall pay all taxes/levies due in accordance with the regulations and in due time and shall carry out the correspondingly required tax registrations. Any additional expenses / costs incurred by the CO in this connection shall be borne by the CO.

17. Proof of consignment

The CO has to provide to the CU the statutory proofs of consignment in the case of deliveries in the **European Community** or in case of **Export to third countries**.

18. Jurisdiction / Applicable Law

18.1 Jurisdiction for all types of procedure is the CU's legal domicile. It is at the CU's liberty to institute legal proceedings against the CO at its place of jurisdiction.

18.2 So far as the respective multimodal transport rules as per paragraph 12. of these Supply Chain Management Terms apply, only the German Law is to use; the applicability of the UN CISG shall be excluded herewith.

19. Compliance

19.1 The CO shall comply with all Legal Requirements including without limitation all applicable building, labor, health, safety, immigration/emigration, tax, environmental, export control, anti-corruption, anti-bribery, antitrust, UK modern slavery act, money laundering and fraud and criminal laws and regulations. Provided that the CO employs subcontractors in connection with the services to be provided, the CO commits to comply with all statutory requirements regarding minimum wages. In the event of contravention, the CO shall compensate the CU for any damages incurred. This can be done by withholding of remuneration components until proofs of compliance are presented by the CO.

Further, the CO shall not give, offer to give, demand or accept, directly or indirectly, to or from any person, any bribe or any other thing of value or any other benefit, as an inducement or reward for doing or refraining from doing anything in relation to the Contract.

The CO shall not use the money received from the CU for corrupt practices.

Further, the CO shall not communicate with competitors regarding current or future prices, pricing policy, sales volumes or terms, production levels or any other information that relates to the marketplace.

- 19.2 The CO shall (i) ensure that the CO's Personnel, the CO's Subcontractors and the CO's Subcontractors' Personnel also comply with the requirements set out in Clause 18.1 above and (ii) include corresponding obligations into the Subcontracts.
- 19.3 The CO warrants that the bank account to which the CU shall make the remuneration is held with a bank which has its registered place of business, a subsidiary or branch, in the European Union or Japan. The indicated account shall be held with a bank (i) in a country where the CO has a registered place of business or registered office, or (ii) in a country where the CO performs its works and services under the Contract. Moreover, the CO warrants that he is the holder of the said account, the account is not held by any third party (e. g. his employer, agent, etc.) and is only used as a business account for settlement of the CO's business transactions ("Geschäftskonto").
- 19.4 Violations of these principles are subject to criminal and civil law. In case of any violation of these principles the CU is entitled to terminate the contract without notice.
- 19.5 The CU is allowed to verify the degree of compliance with the requirements of the aforementioned principles if reasonable suspicion of non-compliance is given and provided that these verifications are in connection with the execution of this Contract. In the event that - based on reasonable evidence - the CO has engaged in practices which are against the aforementioned principles, the CO shall permit the CU to inspect the CO's accounting documents and records relating to the performance of the Contract and to have such documents audited by auditors appointed by the CU. The CO shall provide any documents necessary for the investigation of the allegations and require its employees or agents with knowledge of the Contract to respond to questions from the CU and/or its auditors.

20. Final Clauses

The ineffectiveness of an above mentioned provision does not affect the other provisions. The parties undertake, if necessary, to replace the ineffective provisions by new agreements that are as close as possible to the contract objective.

Additional oral agreements, as well as the exclusion, change, and / or amendment of these Supply Chain Management Terms need the CU's explicit, written confirmation to become effective. The CU will not pay for additional performances, that have not been ordered by the CU in writing before their execution.

Abbreviations:

CU = Purchaser / Customer

CO = Contractor