

General Terms and Conditions of Sale, Delivery and Payment for Deliveries of Solid Fuels to Merchants pursuant to Section 14 of Germany's Civil Code (BGB) and Public Authorities

1. Scope, offer and subject matter

Deliveries by our Company, Rheinbraun Brennstoff GmbH ("RBB") are subject to the present General Terms and Conditions of Sale, Delivery and Payment for Deliveries of Solid Fuels ("**Terms and Conditions**"), unless agreed otherwise in the Supply Agreement. Our offers are subject to change without notice, unless a firm period of validity is stated. An agreement is deemed binding for us and Customer if and when a Supply Agreement has been signed or an enquiry by Customer has been confirmed by us in writing, in a qualified digital version or text form in accordance with Section 127 of Germany's Civil Code (BGB). We hereby expressly reject any terms and conditions of Customer that deviate from our Terms and Conditions; these shall only apply if and to the extent that we have confirmed them in writing. Acceptance of delivery shall imply acknowledgement that our Terms and Conditions are binding.

We are entitled to amend the present Terms and Conditions at any time. The amended Terms and Conditions shall be offered to Customer in a digital version or text form no later than one month prior to their scheduled coming into force. Customer shall be deemed to have accepted the amended Terms and Conditions if he has not expressed rejection prior to their scheduled coming into force. In our offer, we shall expressly refer to the fact that the amended Terms and Conditions become effective if not expressly rejected by Customer.

2. Payment

Failing other arrangements, invoicing shall only be by e-mail on a daily basis. Invoice amounts shall be due and payable within 14 days to our account stated in the invoice. Any payments made shall be deemed received on the day when RBB can dispose of the amount. Offsetting shall be admissible only with uncontested or legally enforceable claims.

In the event that on the 15th of the following month, Customer is in default with his payment obligations totalling more than 5% of monthly sales under the Supply and Purchase Agreement and the outstanding amount is not received within another five working days after receipt of an electronic demand for payment, we shall be entitled to discontinue product deliveries immediately pending full settlement of the outstanding amount. Working days within the meaning of this provision are Mondays to Fridays, except for statutory holidays (including statutory holidays at the agreed place of delivery).

Customer is aware that we, at our own expense, take out credit-sale insurance ("**CSI**") for deliveries to Customer. If and to the extent that the insurer in question refuses CSI or grants CSI in an insufficient amount or subsequently reduces the CSI limit or prematurely terminates CSI, we shall be entitled to request from Customer suitable security up to the amount of the countervalue of two-twelfths of the annual delivery amount agreed. Until such security is furnished by Customer, we shall only have a duty to continue delivery against advance payment. This shall not affect our statutory rights, specifically Section 321 of Germany's Civil Code (BGB).

The defence of uncertainty pursuant to Section 321 BGB is due to us, inter alia, if a credit-sale insurer reduces the credit line for transactions with the buyer by at least 50%.

3. Quality of products

We deliver natural products that are subject to certain fluctuations in quality and appearance. Failing arrangements in writing, neither are the delivered products' properties defined nor do we assume

any guarantees or assurances concerning said properties. In addition, we do not guarantee that the use of the respective product in Customer's plant leads to a specific result. No liability for defects shall exist if Customer commingles the products supplied by RBB with other products or otherwise modifies such merchandise, unless such commingling or modification was not the cause for the defect.

Any complaints about obvious defects shall be lodged immediately after the product has been delivered in a digital version or in writing. In the event of hidden defects, any complaints must be lodged in a digital version or in writing within 3 days of detection. If no complaint is lodged or no complaint is lodged within the period stipulated, the delivery in question shall be deemed approved. In the event of any quality complaints, Customer shall provide us with a sample of the material complained of within 10 days.

4. Delivery

Our products shall be delivered ex the delivery works Fortuna-Nord (Niederaußern), Wachtberg (Frechen) and Berrenrath (Hürth) of RWE Power AG ("**the delivery works**"). Deliveries shall be by silo or dump truck or rail.

(i) The place of delivery and performance for deliveries by rail shall be the relevant railway station at Customer's location. Risk shall pass to Customer with the forwarder or carrier indicating his readiness to unload. Unloading shall be organized by Customer himself and at his own expense; Customer shall be responsible for maintenance of the silo system and the unloading hose, in particular.

(ii) Place of delivery and performance for deliveries by dump truck shall be the bunker or warehouse at Customer's location. Risk shall pass to Customer with the forwarder or carrier indicating his readiness to unload the truck.

(iii) Place of delivery and performance for deliveries by silo truck shall be the truck unloading point at Customer's location. Customer shall provide a paved and level unloading area in the immediate vicinity of the silo for unloading the silo truck, in particular. The unloading area must be designed such that the merchandise may be delivered both by dump-silo truck and by udder-silo truck. For unloading, the silo system and the unloading hose must be operational and in proper condition. Any costs incurred even before passage of risk because the unloading area is not suitable or may only be used with restrictions shall be borne by Customer. Before unloading, Customer shall inform the driver about the unloading pressure required for unloading the product from the silo truck into Customer's silo. Risk shall pass when our products pass the hose-connection point of the silo truck's unloading hose.

(iv) Customer shall take account of the obligations of the party receiving a dangerous goods shipment pursuant to Section 20 of the German Regulation on the Carriage of Dangerous Goods by Road, Rail and Inland Waterways (GGVSEB) and the obligations of the unloading party pursuant to Section 23 a GGVSEB. If the driver carries out the unloading process, the obligation to instruct the driver in unloading in accordance with ADR 1.3 "Training of persons involved in the carriage of dangerous goods" shall be met by Customer.

For all types of delivery, Customer shall establish any necessary prerequisites for proper unloading. The delivery weight or

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the delivery quantity may be inferred from the delivery notes or the weighing slips of the respective Delivery Works. Customer shall be entitled to demand information on weighing in the delivery works, in particular copies of test certificates on the calibration of the scales from an independent third party.

To ensure the quantities required by Customer or for planning reasons of RBB and for the sake of smooth and continuous deliveries, we reserve the right to use various forwarders to handle transportation.

If Customer refuses to accept the delivery, the additional costs for redirecting or returning the delivery shall be borne by Customer, unless the refusal to accept the delivery is justified on the grounds that RBB or its vicarious agents committed a breach of contract prior to the refusal. A delay in delivery shall not discharge Customer from his obligation to accept the delivery.

If the waiting time of a driver deployed by a forwarder or carrier commissioned by RBB exceeds the unloading time within the meaning of Section 412 (2) of the German Commercial Code (HGB), he shall be entitled to appropriate compensation in the form of demurrage. Demurrage shall be invoiced to Customer starting with a waiting time of more than 90 minutes at the rate customary in the market. Customer shall confirm the waiting time and the reason for delay on the consignment or handover receipt.

5. Force majeure

The following events shall be deemed to be force majeure: Any disruptions to operations, plant closures, cut-backs in operation, directives by public authorities with or without legal basis, including any subsequent cessation or non-issuance of import and export licenses in the country of origin or the introduction of new, or more than merely slight increases in taxes and customs duties in respect of the merchandise or the export of same, interruptions to transport routes, shortage of wagons or trucks, obstacles to traffic, shortage of workers, walkouts, lockouts and strikes, regardless of whether they are caused by breach of contract or based on previous notice of termination, as well as any elemental disruptions, like tempest, flooding and fire, epidemics, acts of terror, and any events and circumstances whose avoidance is beyond the control of the contracting parties or which cannot be averted with reasonable technical and financial outlays, including their consequences, which impair or delay our performance or those of our suppliers or dispatch.

A contracting partner affected by an event of force majeure shall immediately notify the other contracting partner in writing. The contracting partners' duties to perform shall be dormant for the duration of such force majeure. In particular, we shall be entitled to restrict or postpone a delivery. If a force majeure event exceeds a period of three months beginning with the written notification of the respective contracting partner, either contracting partner shall be entitled to terminate the Agreement. An event of force majeure shall not give rise to any claim for compensation unless the claim is based on wilful action or gross negligence.

6. Security

Pending payment in full for all deliveries, we shall retain title to the delivered merchandise. Pending any resale or consumption in the ordinary course of business, Customer shall store the merchandise under reserve separately and mark it as such at our demand. In the event that Customer is in default, we shall be entitled to demand surrender of the delivered merchandise under reserve even without rescinding the contract; Section 449 II BGB shall not

apply. Failing other explicit arrangements, RBB's demand for surrender shall not imply rescission of the Agreement.

In the event that any merchandise is resold prior to payment of the full purchase price, the merchandise shall be replaced by the resulting claim due to Customer, which is assigned to us herewith. We shall be notified upon contracting at the latest of any assignment already performed of pecuniary claims based on the resale of the fuels supplied by us. Any later assignments shall be inadmissible.

Customer may neither pledge nor assign merchandise under reserve. Customer shall notify us without delay should any third party seize either the merchandise under reserve or the purchase price replacing the merchandise.

In the event of any attachment, Customer shall forward to RBB the minutes of the attachment and an affidavit stating that the attached items are our property.

In the event that the merchandise supplied by us is commingled, mixed or added to other merchandise, we shall be entitled to co-ownership of the resulting merchandise (Section 948 BGB). Our co-ownership interest shall depend on the ratio of the purchase prices of the previously separate merchandise. In the event that the new merchandise is waste or otherwise not commercially exploitable, we shall be entitled to abandon our lien by declaration vis-à-vis the buyer or any co-owner. In the event that the merchandise supplied by us is processed by Customer or Customer's contracting partners (Section 950 BGB) such processing shall be deemed to have been performed on our behalf, i.e. we shall acquire title to such processed merchandise. The property due to us under this paragraph shall be stored by Customer or Customer's contracting partners free of charge for us. In the event of any resale, subsection 2 of this clause (assignment of claim to purchase price) shall apply mutatis mutandis.

For the purposes of examination and justified repossession of our security, Customer shall grant us access thereto.

7. Loyalty clause

The Parties hereto are agreed that application of the provisions agreed hereunder is subject to the principles of commercial loyalty and give a mutual assurance of their intention to execute the Agreement in this spirit.

Going beyond the provisions of statute, the foundation for the transaction shall be subject to the following arrangements: Should circumstances emerge during the contractual term that have a significant and lasting effect in financial or legal terms on further execution of the Agreement for at least one of the Parties hereto, e.g. a long-term decline in the energy needs of Customer, the shutdown of dry-lignite (DL) production in at least one of RWE Power Aktiengesellschaft's production locations, or any not merely immaterial and temporary increase in production costs due to a change in the legal or approval situation, the Parties hereto shall make efforts to adjust their contractual commitments to meet the changed circumstances.

The contracting partner who wishes to rely on changed circumstances shall notify the other partner thereof in writing. Such notification shall detail the changed circumstances and the preconditions pursuant to subsection 2.

If no amicable adjustment comes about in the case of subsection 2 within one month after the contracting partner has received a notification that meets the requirements of subsection

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3, either contracting partner may terminate the Agreement by giving 6 months' notice to the end of a month. Any termination notice shall be in writing.

8. Statutory limitation

Any claims based on an infringement of contractual duties due to minor negligence or on an infringement for which we are not answerable are barred within one year of such infringement; in the case of claims based on defects, statutory periods shall apply. In the event of gross negligence and wilful action, statutory provisions shall apply.

In the event that levies within the meaning of the Supply and Purchase Agreement that influence the purchase price are increased, reduced, introduced or subsequently imposed, the statutory period of a claim by RBB for supplementary payment due to the subsequent increase in the purchase price or of a claim by Customer for reimbursement does not commence before the end of the year in which the parties obtained knowledge of the levies to be paid or would have obtained such knowledge if they had not shown gross negligence. The statutory period commences at the end of the third year after delivery at the latest. This shall not affect the other provisions of Section 199 (1) of Germany's Civil Code (BGB).

9. Confidentiality

The contracting partners, their governing bodies and vicarious agents, including employees, shall treat in confidence the provisions of this Agreement and any other information of a commercial or technical nature received within the scope of the business relationship, specifically any prices, rebates, conditions, contractual terms, etc.

10. Liability

We do not assume liability to pay compensation, irrespective of the legal grounds and regardless of whether a direct or indirect loss is involved, unless the loss was caused by us or our legal representatives or our vicarious agents due to either wilful action or gross negligence or unless injury to life, limb or health was caused or we have failed with malicious intent to disclose any defects or if the product lacks any guaranteed properties, if applicable (cf. Article 3). This shall not affect liability under Germany's Product Liability Act (ProdHaftG). The same shall apply to any not immaterial infringement of material contractual duties (duties that are essential for due and proper contractual performance and on whose fulfilment Customer generally relies and must be able to rely). In the event of an infringement of material contractual duties, our liability shall be limited to the compensation of foreseeable, typical loss.

RBB's liability arising from delivery is limited in amount to EUR2.5 million per individual insured event, which might include several infringements of duties if they result in identical damage. The exceptions from limitation of liability outlined in this Article shall apply accordingly.

Where RBB is exempted from liability or RBB's liability is limited, the same shall apply to our representatives', vicarious agents' and employees' personal liability.

Customer shall release RBB from any third-party claims within the scope of his proportion of liability.

The following shall apply to the extent that our employees provide free consulting services relating to our products: Free consulting services, irrelevant of whether they are provided in person, in writing or via phone, are performed by RBB or its em-

ployees with the utmost care and with liability being excluded to the greatest possible extent. We or our employees shall thus be liable only in the event of wilfully causing damage. As, in general, numerous circumstances that might be important to Customer's or the consumer's request (company-specific concerns, in particular) are not taken into account, our consulting services may merely support Customer or the consumer in developing a solution approach himself. Therefore, we do not guarantee either that the information provided by us is complete, topical, reliable or suitable for your intended use.

11. Taxes and duties

Customer shall be liable for compliance with any tax and customs regulations he is required to observe. Customer shall indemnify us for any loss resulting from violations of statutory regulations. With regard to energy tax, Customer shall notify us in writing or text form of any changes in company name or the commercial register without delay.

12. Data protection

RBB and any service providers commissioned by RBB shall be entitled to process contact details and contract information arising from the Agreement and necessary to fulfil the Agreement within the meaning of applicable data-protection law as amended and to pass on this data to companies affiliated with RBB directly or indirectly within the meaning of Sections 15 ff of Germany's Stock Corporation Act (AktG) to the extent that this is necessary in connection with the Agreement and its execution.

RBB has individual services performed by carefully chosen and commissioned service providers, in particular IT service providers, that are based outside the EU ("third country"). Thus, personal data may be transferred to third countries (here: contact details arising from the fulfilment of the Supply and Purchase Agreement). Data is transferred to third countries in compliance with the EU's data-protection requirements and the applicable national data-protection law. A data-protection agreement in line with legal requirements is concluded with RBB's contracting parties to establish an adequate level of data protection, such as EU standard contract clauses. Customer may request a sample of these guarantees from RBB.

In accordance with the statutory provisions, Customer may request information about what personal data has been stored by RBB and to whom RBB has disclosed it, if applicable. Furthermore, Customer may assert the following additional rights: rectification, erasure, restriction of processing (blocking for certain purposes), data transfer and objection to the processing, in particular for direct-advertising purposes. Apart from the exceptions outlined below, RBB erases personal data of Customer when the contractual relationship has come to an end, all mutual claims have been met and there are no other statutory retention obligations or legal bases of justification for storage. Customer has the right to consult the competent supervisory authority, the North Rhine-Westphalia State Office for Information Security and Data Protection (www.ildi.nrw.de), in the case of questions or complaints.

13. Sale of affiliates

In the event that Customer sells an affiliate or its business operations in such a way that Customer's demand for our products declines or ceases to apply, Customer shall impose a duty on the buyer to conclude with RBB an agreement on the supply

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and purchase of the quantity concerned subject to the conditions of the Supply and Purchase Agreement concluded with Customer. Upon coming into effect of the agreement between us and the buyer, the delivery quantity agreed shall decrease by the quantity agreed with the buyer.

14. Legal succession

Either contracting Party shall be entitled to assign/transfer all of its rights/duties under this Agreement to a third party subject to the consent of the other contracting partner. Such consent must be given if, in the light of the available knowledge, the third party offers a guarantee of due and proper contractual performance. RBB shall be entitled to assign/transfer all of its rights/duties to its affiliated companies within the meaning of Sections 15 ff of Germany's Stock Corporation Act (AktG) without requiring Customer's consent.

15. Termination

Both contracting partners shall be entitled to terminate the Agreement in writing for cause. A cause shall be deemed to exist, in particular, in the event that Customer is in default in payment, having failed to pay two consecutive monthly invoices. In the event that the Agreement is terminated for cause, we shall carry out and complete beyond the date of termination any deliveries initiated immediately before the termination comes into force. Customer shall be obliged to pay for said deliveries. If the agreement is terminated without notice for reasons for which Customer is answerable, Customer shall be liable for compensation for loss incurred by us as a result of the termination, including any consequential loss.

16. Other provisions

Should any provision of the Supply and Purchase Agreement be or become ineffective or incomplete, this shall not affect the validity of the remaining provisions. Any invalid term shall be replaced with a valid provision reflecting the economic effect of the ineffective provision as closely as possible.

The Supply and Purchase Agreement reflects the parties' arrangements in full. No oral covenants have been made.

Any amendments or supplements hereto shall be in writing and require the signatures of both parties hereto. This shall also apply to any amendment to or cancellation of this written-form requirement.

This Agreement is subject to German law, ousting the provisions of private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

In respect of any disputes under the Supply and Purchase Agreement for which no amicable solution can be found, the courts at Cologne shall have jurisdiction.

17. Severability

The Agreement and these General Terms and Conditions shall remain binding even if specific provisions are ineffective.

Last amended: July 2018