

General Terms and Conditions

§ 1 Validity

All deliveries, services and offers of the central scientific facility “Münster Electrochemical Energy Technology” at the University of Münster (hereinafter referred to as MEET) to the contractual partner (hereinafter referred to as the Client) shall be made exclusively on the basis of these General Terms and Conditions. Terms and conditions of the Client or third parties shall not apply, even if the MEET does not expressly and/or separately object to their validity in individual cases. Even if MEET refers to a letter containing or referring to the Client's or a third party's terms and conditions, this shall not constitute an agreement to the validity of those terms and conditions. Such agreement shall only ever be given expressly and in writing.

§ 2 Prices and payment

(1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be charged separately. The prices are quoted in EURO ex works, plus packaging if applicable, the statutory value added tax, in the case of export deliveries customs duties as well as fees and other public charges.

(2) Invoice amounts are to be paid within thirty days without any deduction, unless otherwise agreed in writing. The date of receipt by MEET shall be decisive for the date of payment. Cheques shall not be deemed to be payment until they have been cashed. If the Client fails to make payment when due, interest shall be charged on the outstanding amounts from the due date at 5% above the base rate p.a.; the right to claim higher interest and further damages in the event of default shall remain unaffected.

(3) Offsetting against counterclaims of the Client or the retention of payments due to such claims shall only be permissible insofar as the counterclaims are undisputed or have been legally established.

(4) MEET shall be entitled to carry out or provide outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, it becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the Client and which jeopardise payment of MEET's outstanding claims by the Client arising from the respective contractual relationship (including from other individual orders to which the same framework contract applies).

§ 3 Delivery and delivery time

(1) Periods and dates for deliveries and services promised by MEET shall always be approximate unless a fixed period or date has been expressly promised or agreed. If shipment has been agreed, delivery

periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(2) If MEET defaults on a delivery or service or if a delivery or service becomes impossible for whatever reason, MEET's liability for damages shall be limited in accordance with § 6 of these General Terms and Conditions.

§ 4 Place of performance, transfer of risk, acceptance

(1) The place of performance for all obligations arising from the contractual relationship is the registered office of MEET, Münster (Westphalia), unless otherwise stipulated.

(2) In the case of delivery of goods, the risk shall pass to the Client at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party appointed to carry out the shipment. If dispatch or handover is delayed due to a circumstance caused by the Client, the risk shall pass to the Client from the day on which the delivery item is ready for dispatch and MEET has notified the Client of this.

(3) MEET shall only insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the Client and at the Client's expense.

(4) Insofar as an acceptance has to take place, the item shall be deemed to have been accepted when

- the delivery has been completed

- MEET has informed the Client of this fact, referring to the fiction of acceptance according to this § 4 (4), and has requested the Client to accept the goods,

- 12 (twelve) working days have elapsed since delivery and

- the Client has failed to take delivery within this period for a reason other than a defect notified to MEET which makes the use of the object of sale impossible or significantly impairs it.

§ 5 Warranty, material defects

(1) Insofar as the contract concluded is a contract of sale or a contract to produce a work, this § 5 shall apply.

(2) The warranty period is one year from delivery or, if acceptance is required, from acceptance.

(3) The delivered items shall be inspected carefully immediately after delivery to the Client or to the third party designated by the Client. They shall be deemed to have been approved if MEET has not received a written notification of defects with regard to obvious defects or other defects which were recognisable during an immediate, careful inspection within seven working days of delivery of the delivery item or otherwise within seven working days of discovery of the defect or any earlier point in time at which the defect was recognisable for the Client during normal use of the delivery item without closer inspection, in writing to the exclusion of Section 127 (2) of the German Civil Code or by fax. At MEET's request, the delivery item complained of shall be returned to MEET carriage paid. In the event of a justified complaint, MEET shall reimburse the costs of the most favourable shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

(4) In the event of material defects in the delivered items, MEET shall first be obliged and entitled to rectify the defect or to make a replacement delivery, at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Client may withdraw from the contract or reduce the purchase price appropriately.

(5) If a defect is due to the fault of MEET, the Client may claim damages under the conditions set out in § 6.

(6) In the event of defects in components from other manufacturers which MEET cannot remedy for licensing or factual reasons, MEET shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Client or assign them to the Client. In the event of such defects, warranty claims against MEET shall only exist under the other conditions and in accordance with these General Terms and Conditions of Delivery if legal enforcement of the aforementioned claims against the manufacturer and supplier has been unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Client against MEET shall be suspended.

(7) The warranty shall lapse if the Client modifies the delivery item or has it modified by a third party without MEET's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Client shall bear the additional costs of remedying the defect resulting from the modification.

(8) Any delivery of used items agreed with the Client in individual cases shall be made to the exclusion of any warranty for material defects.

§ 6 Liability for damages due to fault

(1) MEET's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this § 6, insofar as fault is involved in each case.

(2) MEET shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations shall be the obligation to deliver the delivery item free of material defects in good time as well as advisory, protective and custodial obligations which are intended to enable the Client to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the Client's personnel or to protect the Client's property from considerable damage.

(3) Insofar as MEET is liable on the merits for damages in accordance with § 6 (2), this liability shall be limited to damages which MEET foresaw as a possible consequence of a breach of contract at the time the contract was concluded or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable insofar as such damage is typically to be expected when the delivery item is used for its intended purpose.

(4) In the event of liability for simple negligence, the Seller's obligation to pay compensation for damage to property and further financial losses resulting therefrom shall be limited to an amount of EURO 250,000 per case of damage.

(5) The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of MEET and the University of Münster.

(6) Insofar as MEET provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.

(7) The limitations of this § 6 do not apply to liability for intentional conduct, gross negligence, fraudulent concealment of defects, guaranteed characteristics, injury to life, body or health or under the Product Liability Act.

§ 7 Material of the Client

(1) Insofar as the provision of material by the Client is envisaged for the processing of the contractual order, the Client shall ensure that this material is available to MEET in good time and in sufficient quantity and quality for the timely execution of the contractual order.

(2) MEET is entitled to subject material provided under paragraph 1 to an incoming analysis in order to check the sufficient quality of the material prior to commencement of the work. This does not apply if the Client has prohibited such an incoming analysis in writing or text form at the latest at the time the material is made available. If the Client prohibits an incoming analysis, he shall be obliged to compensate MEET for any additional expenditure caused by incorrect deliveries or delivery of materials of insufficient quality at full cost in accordance with MEET's internal regulations. In the event that MEET's performance is impaired by incorrect deliveries or delivery of materials of insufficient quality, MEET shall also be entitled to terminate this contract extraordinarily.

(3) The Client shall remain the owner of the material at all times. If the material is processed or transformed by MEET, the Client shall become the owner of the new thing. Insofar as the material is the subject of intangible property rights, the Client shall permit MEET to use the material insofar as this is necessary for processing the order that is the subject of the contract. MEET shall not have a right of prior use to the material.

(4) MEET undertakes not to make the material and new items pursuant to paragraph 3 accessible to third parties and to use them only for the purpose of processing the contractual order, in particular to examine and analyse them only to the extent that this is absolutely necessary for processing the contractual order. All knowledge gained by MEET in the course of processing the order under the contract with regard to the material or a new item pursuant to paragraph 3 shall be treated confidentially by MEET in accordance with the provisions of the confidentiality agreement referred to in § 8 paragraph 1 or, in the absence of a separate confidentiality agreement, shall be treated as CONFIDENTIAL INFORMATION within the meaning of § 8 paragraphs 2 to 6.

(5) Employees of MEET are not third parties within the meaning of paragraph 4 if they need to have access to the material in order to fulfil this contract and are subject to obligations of omission with regard to the material which are at least as strict as those of paragraph 4.

(6) After processing the order covered by this contract, MEET shall, at the Client's discretion, return the material and any new things under paragraph 3 to the Client or destroy them.

§ 8 Confidentiality, prohibition of reverse engineering

(1) Insofar as the contracting parties have already concluded a separate confidentiality agreement which also applies to the execution of the order which is the subject matter of the contract, this confidentiality agreement shall be authoritative for the legal relationship which is the subject matter

of the contract. Paragraphs 2 to 6 shall not apply in this case. If such a separate confidentiality agreement does not exist, paragraphs 2 to 6 shall apply.

(2) MEET undertakes, during and after the termination of this Contract, for a period of five years, to treat as confidential and not to make available to third parties and to use exclusively for the performance of this Contract all information designated as confidential which is made available to it by the Client for the performance of this Contract (hereinafter referred to as "CONFIDENTIAL INFORMATION"). MEET shall, with respect to CONFIDENTIAL INFORMATION, take at least the same measures as it takes to protect its own confidential information, and in any event no less than reasonable measures, to prevent the disclosure of CONFIDENTIAL INFORMATION and to protect Client's interest in keeping it confidential. MEET shall also maintain and use reasonable and up-to-date electronic security measures to protect CONFIDENTIAL INFORMATION.

(3) Paragraph 1 shall not apply to information which;

- (a) was already lawfully known to MEET without an obligation of confidentiality prior to its disclosure;
- (b) is or becomes publicly accessible without MEET being responsible for this, provided that confidential information shall not be deemed to be publicly accessible merely because parts thereof are or become publicly accessible;
- (c) is lawfully disclosed or provided to MEET by a third party without any obligation of confidentiality;
- (d) has been developed by MEET independently and without recourse to confidential information or in accordance with the exceptions regulated in this paragraph3 lit. a) - c) or e);
or
- (e) have been released for disclosure in writing by the contracting entity.

(4) The burden of proof for the existence of the requirements of the exceptions of § 8 paragraph 3 shall lie with MEET.

(5) MEET may disclose CONFIDENTIAL INFORMATION of the Client insofar as the Contractor is obliged to do so on the basis of an administrative or judicial order or mandatory legal provisions, provided that, but only insofar as legally permissible, MEET informs the Client thereof in writing as soon as possible for the purpose of exercising its rights.

(6) Employees of MEET are not third parties within the meaning of this § 8 if they need to know CONFIDENTIAL INFORMATION for the performance of this contract and are subject to confidentiality obligations at least as strict as those of this § 8.

(7) Section 5 of the German Act on the Protection of Business Secrets (GeschGehG) shall remain unaffected by this § 8.

(8) Insofar as this is not necessary for the performance of the contract, MEET shall be prohibited from subjecting items made available by the Client to measures of reverse engineering without the Client's written consent. "Reverse engineering" shall mean all actions, including observation, testing, examination, disassembly and reassembly, with the aim of obtaining scientific or technical information about the respective item, in particular about its construction, functioning or composition.

§ 9 Export control

The export of information exchanged under this agreement may be subject to legal restrictions or confidentiality obligations. Each of the contracting parties undertakes to take the measures necessary to comply with the respective applicable laws and other legal provisions, in particular the export control regulations and sanction regulations of the European Union and the United States of America.

§ 10 Force majeure

(1) External events which have no operational connection and which cannot be averted even by exercising the utmost reasonable care ("force majeure") and which constitute an impediment to performance shall release the contracting parties from their respective performance obligations for the duration of the respective disruption and the extent of its effect.

(2) The following events in particular shall be deemed to constitute force majeure under this contract:

- a) Natural disasters of any kind, in particular earthquakes, hurricanes, floods, volcanic eruptions;
- b) riots, war, acts of war or terrorism, strikes (irrespective of their legality) and/or lockouts, embargoes and calls for boycotts for which the respective contractual partner is not responsible;
- c) pandemics, epidemics, endemics, quarantine;
- d) governmental, judicial and/or regulatory actions (regardless of legality); and
- e) other unforeseeable, unavoidable and/or serious events.

(3) If a party uses the services of a third party to fulfil its contractual obligations, an event which constitutes force majeure for the third party shall also be deemed to constitute force majeure for the benefit of the party using the third party.

(4) In the event of an impediment to performance due to force majeure, each party to the contract shall be obliged to inform the other party thereof as soon as possible.

(5) Compensation for futile expenses and damages shall be excluded, to the extent legally permissible, if they are based on the Force Majeure.

(6) If the impediment to performance persists for more than three months after receipt of the notification pursuant to paragraph 4, each party shall be entitled to terminate the contract with two weeks' notice to the end of a month. Unless the contract is terminated in accordance with sentence 1, the contractual obligations suspended by the occurrence of the event(s) of force majeure shall revive with effect for the future as soon as the impediment to performance ceases to exist, unless the parties have agreed otherwise in the meantime.

§ 11 Termination

If the contract is a contract to produce a work, termination in accordance with Section 649 and Sections 651, 649 BGB is excluded. The right of extraordinary termination shall not be affected thereby.

§ 12 Final provisions

(1) The relations between MEET and the Client shall be governed by the substantive law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, subject to mandatory international private law provisions.

(2) If the Client is a merchant within the meaning of § (2) If the Client is a merchant within the meaning of Section 1 (1) of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the courts in Münster shall have exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship concerned. In all other cases, MEET or the Client may bring an action before any court having jurisdiction on the basis of statutory provisions.

(3) Insofar as the contract or these General Terms and Conditions contain regulatory gaps, those legally effective regulations shall be deemed to have been agreed to fill these gaps which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the regulatory gap.

(4) Should a provision of this contract and/or its amendments or supplements be invalid, this shall not affect the validity of the rest of the contract. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic intention.

Notice:

The Client acknowledges that MEET stores data from the contractual relationship in accordance with Article 6(1) sentence 1 letter b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection

Regulation) for the purpose of data processing and reserves the right to transmit the data to third parties (e.g. insurance companies) to the extent necessary for the performance of the contract.