

TERMS AND CONDITIONS OF THE ROSEN GROUP FOR SERVICES OF THE HYDROGEN TESTING LABORATORY

Unless otherwise agreed upon, contracts with ROSEN shall be concluded subject to the following provisions. When placing an order, Client thereby accepts the following Terms and Conditions. Contradictory, additional, supplementary or deviating terms and conditions of the Client shall not be binding for ROSEN, even if ROSEN does not separately object to their validity. This shall also apply if ROSEN refers to a letter from the Client in which reference is made to the Client's terms and conditions.

1 DEFINITIONS

In the Contract Documents, the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise. All personal pronouns used herein and in the Contract Documents, whether used in the masculine, feminine, or neuter gender, will include all other genders; the singular will include the plural, and vice versa.

1.1 AFFILIATE

Affiliate shall mean, with respect to any Party, any other Person which is affiliated with such Party, and for the purposes hereof:

(i) two Persons will be considered to be affiliated with one another if one of them controls the other, or if both of them are controlled by a common third party, and

(ii) one Person will be considered to control another Person if it has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, or otherwise.

1.2 Contract

Contract shall mean the entire integrated service agreement between Client and ROSEN, as evidenced by the Contract Documents.

1.3 Contract Documents

Contract Documents shall mean any agreed documents, including but not limited to the service agreement, the scope of services, these Terms and Conditions, the proposal, the purchase order, the appendices referred to in each of the documents, if any, the non-disclosure agreement and any amendments executed after the effective date of the agreement. In the event of any inconsistency between any

of the Contract Documents, they shall take precedence in the following order:

- service agreement with its appendices (non-disclosure agreement etc.)
- these Terms and Conditions of ROSEN
- purchase order
- Proposal

None of the documents abovementioned shall be used by the Client for any purpose other than the Contract.

1.4 Contract Price

Contract Price shall mean the amount due to ROSEN from Client stated in the commercial part of the Contract Documents.

1.5 Client

Client shall mean the Client that concludes a contract with ROSEN for the performance of destruction tests in hydrogen and any additional services pursuant to these Terms and Conditions.

1.6 Day

Day shall mean each working day as defined in the country where the Services shall be provided.

1.7 Intellectual Property Rights

Intellectual Property Rights shall mean inventions, patents, or applications for a patent, design (registered or unregistered) utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks (registered or unregistered) and service marks, name, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection or other right in respect of any information, process, work, material or method, which subsist or will subsist now or in the future in any part of the world.

1.8 Party/Parties

Party/Parties shall mean ROSEN and/or Client individually and collectively.

1.9 PERSON

Person means any individual, corporation, partnership, governmental body, association or unincorporated organization.

1.10 ROSEN

ROSEN shall mean the respective ROSEN entity, which submits the proposal and/or signs the Contract with Client.

1.11 Service

Service shall mean the requested performance for hydrogen testing and associated services as specified in the Contract Documents.

1.12 Terms and Conditions

Terms and Conditions shall mean these Terms and Conditions of the ROSEN Group for services of the hydrogen testing laboratory.

1.13 Warranty Exclusions

Warranty Exclusions shall mean (1) any equipment or materials furnished by Client or any third party (other than ROSEN or any contractor or supplier of ROSEN); (2) incorrect data/information provided by Client; or (3) any other cause not the fault of ROSEN.

1.14 Week

Week shall mean a full calendar week.

2 CONCLUSION OF CONTRACT

2.1 All ROSEN proposals are non-binding and subject to change, unless they are not expressly marked as binding or contain a specific acceptance deadline.

2.2 The legal relationship between ROSEN and the Client shall be governed solely by the written Contract and the Contract Documents. This shall fully reflect all agreements between the Parties regarding the subject matter of the Contract.

2.3 Any amendment or modification of any Terms and Conditions contained in the Contract Documents subsequent to the effective date of this Contract will be valid only if made by a subsequent written agreement. Duly authorized representatives of ROSEN and the Client shall sign such subsequent written agreement. It shall specify by reference to the particular Contract Document that contains the Terms and Conditions to be amended by reference to the origin clause.

3 REMUNERATION

3.1 The agreed remuneration excludes VAT, which will be added at the rate effective at the time Services are rendered.

3.2 ROSEN shall be entitled to demand advance payments for the entire or for foreseeable definable partial Services and to demand partial payments for definable partial Services already rendered. If a

remuneration according to daily rates is agreed for certain Services, the Client shall be obliged to pay the agreed daily rates irrespective of, for example, actually restricted working hours due to weather conditions (e.g. in the case of so-called offshore assignments).

3.3 All amounts payable to ROSEN shall be paid in the currency specified in the Contract Documents to the bank specified by ROSEN in the invoice.

3.4 All invoices from ROSEN shall be paid by the Client within thirty (30) days of the invoice date.

3.5 Set-off against claims of the Client or retention of payments due to such claims shall only be acceptable if these are undisputed or have been legally determined.

3.6 The Client's rights to refuse performance or rights of retention shall be excluded unless they are based on the same contract or legal relationship. The statutory provisions shall apply to default and interest.

4 CONTRACTUAL LIEN

4.1 The equipment and/or items delivered by the Client ("Test Material") shall be subject to the contractual lien of ROSEN until the complete settlement of the remuneration claims including all ancillary claims as well as all further claims to which ROSEN is entitled from this Contract and from the business relationship with the Client. For other claims arising from the business relationship, the contractual lien shall only apply insofar as these are undisputed or a legally binding title exists and the Test Material belongs to the Client.

4.2 At the request of the Client, ROSEN shall be obliged to release the collaterals to which ROSEN is entitled in accordance with the above provision at its discretion to the extent that their enforceable value exceeds the claims to be secured by 10%.

5 PERFORMANCE DELAY

5.1 The dates, processing times and delivery periods stated by ROSEN are to be understood as anticipated information even without express reference thereto and shall not constitute any delay if expired.

5.2 Delay shall also be excluded if ROSEN is not responsible for incorrect or incorrect self-delivery, operational disruptions due to industrial disputes or other unusual circumstances such as government measures, inclement weather and in cases of force majeure in accordance with Section 17.

5.3 If these disruptions turn out to be final for reasons for which ROSEN is not responsible, ROSEN shall be released from the obligation to perform. ROSEN shall inform the Client of the impending circumstances without undue delay. The Client's right to withdraw from the Contract in the event of a final disruption shall remain unaffected. Any payments already made shall be refunded by ROSEN.

6 TESTING AND EXAMINATION

- 6.1 The Client shall submit all necessary documents and drawings and inform ROSEN about all relevant physical, chemical and technological characteristics of the Test Material prior to the performance of tests and examinations by ROSEN.
- 6.2 After the test and examination of the test material has been performed, the Client shall receive the test result in the form of a protocol, which shows the determined characteristic values. ROSEN shall hand over the test result to the Client, which the Client may use without restriction and for the use of which he is solely responsible.
- 6.3 If the Client intends to publish the test result and to name ROSEN, ROSEN's prior consent shall be requested in writing.
- 6.4 ROSEN reserves the right to keep or destroy the test material after the examination, unless the client wishes the return of the test material, provided this is possible due to the type of examination. In this case, the client shall expressly notify ROSEN of such in writing in advance and shall collect the test material within four (4) weeks after the test has been performed. Should the client fail to collect the test material within the deadline, ROSEN shall be entitled to destroy it after three (3) months.
- 6.5 ROSEN schedules tests and examinations with advance notice. Should the Client postpone the commissioned tests and examinations less than six (6) weeks prior to their commencement, ROSEN shall not be obliged to comply with the promised testing period. In this case, the Parties shall agree on a new examination period taking into account the examination capacities of ROSEN.

7 HANDLING OF TEST RESULTS

- 7.1 Any disclosure of test results by the Client shall only be permitted if the full text is used and ROSEN is named as the author. Publication of excerpts by the Client shall require the prior written approval of ROSEN.
- 7.2 Irrespective of a possible obligation to maintain confidentiality, the Client shall explicitly inform ROSEN that a publication which is otherwise free to ROSEN could affect property right interests. Documents prepared by ROSEN shall not certify freedom from property rights of third parties. The Client shall undertake corresponding research.

8 WARRANTY

- 8.1 ROSEN solely warrants compliance with the generally accepted rules of technology. The decisive factor in this respect shall be the test/inspection period under the technical conditions and requirements agreed between the parties as well as medium.
- The warranties set forth above shall not apply to any warranty claims to the extent caused by or arising out of Warranty Exclusions. For the purpose of clarity and avoidance of doubt, such

warranties shall continue to apply to any and all portions of Services that are unaffected by the Warranty Exclusions.

- 8.2 ROSEN will provide a warranty for defects for one year after delivery of the report and/or work result (if applicable).
- 8.3 If Client discovers any warranty defects and notifies ROSEN thereof in writing during the applicable warranty period, ROSEN shall, at its option, correct or re-perform any Services or portions thereof, which fail during the applicable warranty period to meet the warranties set forth above.
- 8.4 NOTWITHSTANDING THE FOREGOING, ROSEN MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE ACTUAL ACHIEVEMENT OF ANY PARTICULAR TEST RESULT OR DEVELOPMENT OBJECTIVE, RECOMMENDATION, THE FITNESS FOR PURPOSE OR SUITABILITY OF ANY PROVIDED REPORTS AND/OR TEST RESULT OF THE TEST MATERIAL AND IN ANY CASE SHALL HAVE NO LIABILITY TO THE CLIENT HOWSOEVER ARISING THEREFROM (WHETHER IN CONTRACT OR IN TORT). THE CLIENT SHALL INDEMNIFY AND HOLD ROSEN HARMLESS IN RESPECT OF ANY CLAIM RELATED TO, ARISING FROM, OR CONNECTED WITH THE USE OF SUCH WORK RESULT AND/OR REPORTS (OR ANYTHING DERIVED THEREFROM) BY THE CLIENT OR ANY THIRD PARTY RECEIVING SUCH WORK RESULT AND/OR REPORTS FROM THE CLIENT. THE CLIENT ASSUMES FULL RESPONSIBILITY FOR THE USE OF THE REPORTS AND WORK RESULTS.

ROSEN'S EXPRESS WARRANTIES STATED ABOVE ARE EXCLUSIVE. EXCEPT AS SET FORTH ABOVE, ROSEN MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9 INDEMNITY

- 9.1 The Client shall indemnify ROSEN against:
- (a) loss of damage to any property; and
 - (b) claims by ROSEN or claims by any person against ROSEN in respect of personal injury, or death
- arising out of or as a consequence of Client's negligence in connection with the Contract. The Client's liability to indemnify ROSEN shall be reduced to the extent that such loss, damage, injury or death was caused with willful misconduct or gross negligence of ROSEN.
- 9.2 For the avoidance of doubt, no liability shall attach to ROSEN for any environmental pollution resulting from the Services or associated works. CLIENT

SHALL INDEMNIFY, DEFEND AND HOLD ROSEN HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING LEGAL EXPENSES, IN RESPECT OF POLLUTION OR CONTAMINATION RESULTING FROM THE SERVICES OR ASSOCIATED WORKS, REGARDLESS OF CAUSE.

10 LIMITATION OF LIABILITY

THE TOTAL AGGREGATE LIABILITY OF ROSEN TO CLIENT FOR ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE SERVICES, SHALL NOT EXCEED THE VALUE OF THE CONTRACT PRICE PURSUANT TO THE APPLICABLE CONTRACT DOCUMENTS, AND CLIENT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD ROSEN HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES AND EXPENSES WHICH EXCEED THIS AMOUNT.

11 CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANYTHING IN THE APPLICABLE CONTRACT DOCUMENTS, IT IS AGREED THAT IN NO EVENT SHALL ROSEN OR CLIENT BE LIABLE TO THE OTHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE) FOR LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE OR PRODUCTION, CLAIMS OF CLIENT'S CUSTOMERS AND/OR CLIENT'S THIRD PARTIES, LOSS OF USE OF ANY SYSTEM OR OTHER PROPERTY OR FOR BUSINESS INTERRUPTION UNDER / IN CONNECTION WITH THE CONTRACT OR ANY ERROR OR DEFECT THEREIN, OR OF THE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE OF THE SERVICES OR ANY INDIRECT, CONSEQUENTIAL OR ECONOMIC LOSS, WHETHER OR NOT FORESEEABLE AT THE EFFECTIVE DATE OF THE CONTRACT.

12 LIMITATION PERIOD

- 12.1 The general limitation period for claims arising from material defects and defects of title shall be one year from handover of the test report and, if agreed, of the work result. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- 12.2 The aforementioned limitation period shall also apply for contractual and non-contractual claims for damages of the Client based on a defect, unless the application of the regular statutory limitation period would lead to a shorter limitation period in the individual case. The limitation periods of the Product Liability Act (if applicable) shall remain

unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively to the Client's claims for damages pursuant to Section 10, 11 and 12.

13 CONFIDENTIALITY

- 13.1 Both Parties shall treat all information relating to and in connection with the Contract as secret and confidential and shall not publish it in commercial or technical journals or other publications and/or make it public without obtaining the prior written consent of the other Party. The information relating to and in connection with the Contract may be used by the Parties solely for the performance of this Contract. ROSEN reserves the right to process technical information, in particular in order to improve its own products and services.

Both Parties shall ensure that all necessary precautions are taken to prevent the disclosure of the confidential information to persons who are not such personnel of the respective Party for whom it is indispensable for the performance of the Contract to have knowledge of such confidential data and information. The Parties shall obtain a written undertaking from their personnel not to use the confidential information without authorization or to disclose it.

The foregoing shall not apply to information which the Parties have received from third parties, which is obvious or which ROSEN or the Client have waived in writing to keep confidential. The burden of proof for the communication by third parties or the disclosure shall be borne by the Party relying thereon. The above also does not apply to the test results. The Client may use these without restriction.

- 13.2 The Client shall be solely responsible for measures which, in view of the test setups, prevent information requiring secrecy from becoming known, e.g. the covering of the setups.

- 13.3 The Client shall not be permitted to photograph, film, record, publish, use in advertisements and/or use in any other way the Services, personnel and/or equipment of ROSEN without the prior written consent of ROSEN.

14 INTELLECTUAL PROPERTY

All Intellectual Property residing in any information, materials, products and equipment of any nature whatsoever supplied by one Party to the other under this Contract shall belong exclusively to and shall remain the property of the Party supplying the said Intellectual Property. The Client agrees that all Intellectual Property in all know-how, technical information, inventions and technologies developed, obtained, created, written, prepared or discovered by the Parties or by either Party as a result of the performance of the Contract shall reside solely in ROSEN and ROSEN shall have the exclusive right to protect, exploit and enforce its rights to those Intellectual Property Rights. The Parties agree that the transfer of information under

this Contract shall not constitute a prior publication in terms of a potential patent application that ROSEN may want to file, thereby not being prejudicial as to novelty.

15 TERMINATION

15.1 ROSEN has the right to terminate the Contract at ROSEN's absolute discretion, by giving Client thirty (30) Days written notice.

15.2 The notice period shall be fourteen (14) Days, without prejudice to any other remedy to which ROSEN may be entitled at law or in equity or elsewhere under the Contract Documents, upon the occurrence of any of the following events:

- (a) an order for relief is entered on behalf of Client, or Client makes a general assignment for the benefit of its creditors or Client declares insolvency; or
- (b) failure by the Client in the performance or compliance with any of the agreements, terms, covenants or conditions contained in the Contract Documents; or
- (c) failure by the Client to make prompt payments when due to ROSEN in accordance with the Contract Documents.

15.3 In any event, Client shall bear all costs incurred until the specified date of termination. Furthermore Client shall not be entitled to charge ROSEN additional cancellation fees.

16 FORCE MAJEURE

16.1 Force Majeure Events are those events whose effects make it impossible or unlawful for the affected party to perform its obligation in whole or in part, provided that the events or circumstances (i) are beyond the control of the party, (ii) are not attributable to the party, and (iii) could not be avoided, overcome or remedied in whole or in part by the party claiming force majeure using reasonable care.

The Parties shall be absolved and excused from its obligations under the Contract to the full extent, if one Party's performance is delayed or prevented by any condition or occurrence that is beyond its control including, without limitation, natural events, fires, explosions, nuclear reactions, epidemics, pandemics, quarantine (to the extent ordered by applicable public body), earthquakes, acts of public or foreign enemies, civil disturbances, war and hostilities (whether war is declared or not), invasions, blockades, insurrections, rebellion, revolution, riots, acts of terrorism, strikes, commotion, disorder, lockouts or other industrial disturbances, embargoes, sanctions, restraints or prohibitions or orders or regulations by any court, board, department, commission or agency of any state or country, any arrests or restraints.

Neither Party shall be in default of its respective obligations under the Contract, which are hindered by Force Majeure; provided, however, that the

payment of invoices due and owing hereunder shall in no event be delayed by the Client because of a Force Majeure Event affecting the Client. In the event of any such delay due to a Force Majeure Event, the date for performance or delivery shall be extended for a period equal to the time lost by reason of delay. In no event shall Client have their right to see any damages for delay of delivery if ROSEN is unable to perform due to a Force Majeure Event.

16.2 In case of Force Majeure, the affected Party shall inform the other Party within seven (7) days after any occurrence of such a case, unless this is publicly known via generally accessible sources of information. If the affected Party fails to send a Force Majeure Notification to the other Party, it loses the right to refer to these Force Majeure circumstances in future.

16.3 If a default due to an event of Force Majeure continues for more than six (6) months, the Parties shall be entitled to cancel the Contract partly or completely upon written notice to the other Party.

All indemnity claims based on partial or complete non-fulfillment of the affected Party obligations caused by an occurrence as aforementioned are excluded and invalid.

17 SUBCONTRACTS, ASSIGNMENT

ROSEN may assign or subcontract any or all of its rights and obligations under the Contract without the prior written consent of the Client.

ROSEN shall be entitled to assign, transfer or novate its rights or obligations under the Contract or any part thereof or any benefit or interests therein to any of its Affiliates. ROSEN shall inform Client about any such assignment.

18 PERSONAL DATA PROTECTION

ROSEN and the Client may in the course of performance of the Contract provide each other with Personal Data. Personal Data, is any information relating to an identified or identifiable individual, unless otherwise defined related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. Any processing of Personal Data will be done in accordance with the terms of this Contract and the applicable laws.

The Client will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). The Client will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Contract.

Prior to any transfer of Personal Data by the Client, the Client will impose all obligations as required by the Contract and the applicable laws.

Any person acting under the authority of the Client must not process the data except on instructions from ROSEN.

Where ROSEN Personal Data is transferred or gathered from the European Economic Area and the Client is located in a country that has not been deemed to provide an adequate level of protection for personal data within the meaning of Regulation (EU) 2016/679, the Client will either:

- enter into any standard data protection clauses adopted or approved by the European Commission in line with Regulation (EU) 2016/679; or
- confirms that it has fully implemented binding corporate rules which provide adequate safeguards as required by Regulation (EU) 2016/679, or has any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Regulation (EU) 2016/679.

The Client will promptly, and in any case within seventy two (72) hours inform ROSEN through the ROSEN Data Protection Officer at cdpo@rosengroup.com if it determines and discloses to a competent public authority and/or affected data subjects that an accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of ROSEN Personal Data has occurred.

19 CODE OF CONDUCT

ROSEN conducts its business responsibly and in compliance with the legal requirements and official regulations of the countries in which ROSEN operates. ROSEN expects its contractual partners to comply with applicable law and legislation. The Client hereby acknowledges and confirms its adherence to the ROSEN Code of Conduct available on the ROSEN website at <https://www.rosengroup.com/global/company/misc/compliance.html>.

20 MISCELLANEOUS

20.1 Unless otherwise provided in the Contract Documents, the Contract shall be governed by and construed according to the law of the state in which the contracting ROSEN entity has its registered office. Any suit, action or proceeding with respect to the Contract shall be brought to a court where the respective ROSEN entity has its place of business, which shall have jurisdiction and venue. If Contracts (Rights of Third Parties) Act 1999 is applicable in the state in which the contracting ROSEN entity has its registered office, then applicability of Contracts (Rights of Third Parties) Act 1999 shall be excluded.

20.2 With the exception of non-disclosure agreement and data processing agreement, there are no understandings, agreements or representations, express or implied, not specified in the Contract

and the Contract Documents containing the Entire Agreement between Client and ROSEN and set forth their respective rights, duties and obligations. Unless specifically enumerated in the Proposal or unless specifically executed as an Amendment, the Contract Documents do not include and will not be deemed to include any other documents or correspondence between Client and ROSEN, such as proposals, quotations, sample forms, bids, etc.

20.3 The division of these Terms and Conditions or of anything else of the Contract Documents into articles, sections, paragraphs, parts and subparagraphs and the insertion of headings and marginal notes is for the convenience of reference only and will not affect the construction and interpretation of this Contract.

20.4 In case any one or several of the provisions contained in the Contract Documents will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and the Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained therein. The appropriate enforceable provision, which complies with the intention of the party soonest, will supersede that illegal provision.

20.5 Wherever in the Contract Documents provision is made for the giving of any notice, consent, approval or determination by any person, unless otherwise specified, such notice, consent, approval or determination will be in writing and words "notice", "notification", "notify", "consent", "determination", or "determine" will be construed accordingly. All notices and other communications provided for herein (including, without limitation, any modifications of, or waivers or consents under this Contract) shall be given in writing, including an electronic writing and shall be faxed (and confirmed by copy delivered by personal delivery or mail), mailed or delivered to the intended recipient at the address specified by the recipient in writing. Except as otherwise provided in this Contract Documents, all such communications shall be deemed to have been duly given when transmitted by email, facsimile or personally delivered or, in the case of a mailed or electronically mailed notice, upon receipt, in each case given or addressed as stated in the Contract Documents.