

General Terms and Conditions of Sale for GKN Hydrogen Italy SRL based in Italy

1. Definitions and Introduction

"We", "us" and "our" refers to GKN Hydrogen Italy SRL, as a seller or other companies of the GKN Hydrogen Group based in Italy. "Group" means GKN Hydrogen Ltd and its direct and indirect subsidiaries. "In writing" also means e-mail, fax, letters or electronic data interchange as defined in §126b BGB. Our agreement for the sale of goods and services (the "Contract") consists of (i) the terms and conditions signed by you and your agents; (ii) our order confirmation; (iii) the delivery note or invoice; and (iv) these Terms and Conditions of Sale. In the event of any inconsistency between these documents or parts thereof, the part of the contract which is mentioned first in the list shall prevail.

2. Orders; Exclusion of conflicting conditions; Inspection obligations

2.1 You may send orders in writing, by telephone, by electronic data interchange or in any other agreed form. Each order is a non-binding offer to conclude a contract. A contract is only binding when we confirm your order in writing.

2.2 To the extent that you refer to additional or different terms and conditions, these shall not become part of the contract and shall be deemed to be expressly rejected and excluded by these Terms of Sale.

2.3 We do not check the accuracy and completeness of any information and data, including specifications and drawings, that we receive from you and any changes made or planned to make will require your consent.

2.4 Our offers are subject to change.

2.5 Ordered goods and services shall be deemed to have been conclusively inspected and accepted without objection, unless you have rejected them in writing as defective within 10 days of delivery or performance.

2.6 You are obliged to establish and maintain an appropriate system for the identification and traceability of the goods supplied by us at all times, which is compatible with our traceability system. We are not responsible for any costs caused by failure to comply with this provision.

3. Delivery and execution

3.1 Compliance with all of our delivery and execution obligations requires the timely and proper fulfilment of the Client's obligations and the final clarification of all technical issues.

3.2 The system or the delivery items shall be dispatched by the most favourable shipping route and at the risk and for the account of the Client. If the customer wishes, we will cover the delivery with transport insurance. The costs incurred in this respect shall be borne by the client.

3.3 Partial deliveries are permissible if the customer does not incur any significant additional effort or additional costs as a result, unless we agree to assume these costs.

3.4 Customary deviations of the delivery item from the contractual agreements, offers, samples, brochures, data sheets, test and advance deliveries are permissible in accordance with the applicable DIN/EN standards or other relevant technical standards.

3.5 Deliverables from properly made deliveries can only be returned if we approve the return. In this case, the customer must bear the costs of the return.

4. Delay and impossibility

4.1 We shall be liable in the event of impossibility or delay in performance in accordance with the statutory provisions, insofar as this is based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. In cases of gross negligence, however, our liability is limited to the foreseeable damage typical for the contract.

4.2 In the event of slight negligence, our liability for damages due to impossibility and reimbursement of futile expenses is also limited to the foreseeable damage typical for the contract. Further claims by the Client due to impossibility of performance are excluded. The Client's right to withdraw from the contract remains unaffected.

4.3 In the event of slight negligence, our liability for delay in performance shall be limited to a total of 10% of the value of the service for damages in addition to performance and to a total of 10% of the value of the service for damages instead of performance. Further claims by the client due to delay in performance are excluded - even after the expiry of a deadline set for us for performance. These regulations also apply to the reimbursement of futile expenses.

4.4 The restrictions of this No. 4 (Default and Impossibility) shall not apply if liability is incurred due to injury to life, limb or health or due to the breach of essential contractual obligations. Material contractual obligations are those whose fulfilment characterises the contract and on which the Client may rely. A change in the burden of proof to the detriment of the client is not associated with the above provisions.

5. VAT

Prices are exclusive of Value Added Tax (VAT). VAT is payable by you upon receipt of a relevant invoice in accordance with the applicable legal regulations.

6. Payment

6.1 Payments must be made in full and without restriction within the contractually stipulated payment period and the agreed invoicing schedule, but at least within 30 days of delivery of the goods or provision of services.

- 6.2 It is not permissible to withhold payment or offset against counterclaims.
- 6.3. In the event of overdue invoices/late payments, we reserve the right to issue reminder fees and default interest.

7. Risk, ownership, due diligence

- 7.1 The risk passes to you upon delivery of the goods.
- 7.2 We retain title to the Goods supplied by us until full payment of the agreed price (including VAT). You are obliged to transfer part ownership to us to the extent that you combine or mix the goods with other goods or objects. You are entitled to sell the goods in the course of your ordinary business and assign to us all claims against your customers as well as all other claims resulting from the sale until all our claims from the entire business relationship have been fully satisfied. We release this security if and to the extent that the total value of our collateral exceeds the secured claims by more than 20%. If we demand the return of our reserved goods, you will make them available ready for collection. If you do not comply with the request to make it available, we are entitled to enter your company premises for collection.
- 7.3 You are obliged to handle the goods properly at all times and to store and transport them in accordance with our instructions, and to observe our instructions on occupational health and safety and environmental protection. You must not take any action that could affect the quality or safety of the goods or damage the reputation of our brand.

8. Liability for defects and damages

- 8.1 Claims for defects by the Client shall require that the Client has duly complied with its obligations to inspect and complain under Section 377 of the German Commercial Code (HGB).
- 8.2 The warranty period is 12 months unless a longer period is prescribed by law.
- 8.3 Weights, dimensions, performance specifications, yields and other data mentioned in sales brochures, advertisements and comparable documents are to be regarded as indications only. The same applies to demonstration or demonstration systems that have been demonstrated or provided.
- 8.4 Insofar as there is a defect in the delivery item for which we are responsible, we are entitled, at our discretion, to subsequent performance in the form of a remedy of the defect or to deliver a new defect-free item. In the event of the remedy of the defect, we are obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor, and material costs, insofar as these are not increased by the fact that the delivery item was brought to a place other than the place of performance.
- 8.5 If the non-performance fails, of which the earliest after the 2. attempt at rectification or subsequent performance, the Client shall be entitled, at its discretion, to demand withdrawal or reduction. Unless otherwise provided below (paragraphs 6, 7 and 8), further claims by the Client – regardless of the legal grounds – are excluded.

We are therefore not liable for damage that has not occurred to the delivery item itself; in particular, we are not liable for loss of production, business interruption, the costs of a possible recall, loss of profit or other financial losses of the customer.

In the case of foreign transactions, the following also applies: In the event of disproportionate effort and costs that would result in a repair by us ourselves, we can demand that the client carry out the necessary repairs himself or have them carried out. We shall then reimburse the Client for the costs incurred by the Client for carrying out the necessary remedial work, insofar as the commissioning has been approved by us in advance.

8.6 We shall be liable in accordance with the statutory provisions if the Client asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not charged with an intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

8.7 We are liable in accordance with the statutory provisions if we culpably breach a material contractual obligation; essential contractual obligations are those whose fulfilment characterizes the contract and on which the Client may rely. In this case, however, liability for damages is limited to the foreseeable, typically occurring damage.

8.8 Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act and from tort.

9. Prescription

Claims of the client against us – regardless of the legal basis – shall become statute-barred at the end of one year after they arise. This does not apply in the cases of §§ 438 (1) no. 2 and 634a (1) no. 2 BGB. This also does not apply in the case of intent or fraudulent concealment of a defect or insofar as we have assumed a guarantee. In addition, this limitation period does not apply to claims for damages in cases of injury to life, limb or health or freedom, claims under the Product Liability Act or in the event of a grossly negligent breach of duty or the violation of essential contractual obligations. Material contractual obligations are those whose fulfilment characterizes the contract and on which the Client may rely. A change in the burden of proof to the detriment of the client is not associated with the above provisions.

10. Intellectual Property and Confidentiality

10.1 All intellectual property rights in the goods supplied by us and their invention, development, and manufacture (including improvements) are and shall remain our property and, at our request, you will take all steps and execute any documentation necessary to confirm such rights.

10.2 The price of our Goods, our Intellectual Property, any information we deem worthy of protection and the commercial terms of the Contract, and our trade secrets are trade secret and confidential and you must keep them secret for a period of five years from the date of termination of the Contract.

You may release this information to the extent required by law or as determined by a court, provided that you inform us (to the extent permitted by law) prior to the release and agree with us on the scope of the release.

10.3 You will indemnify us against any claims based on infringement of intellectual property to the extent that it is caused by our compliance with the specifications specified by you.

11. Force Majeure

We are not responsible for any failure to comply with our contractual obligations to the extent that this is due to an event beyond our control, such as force majeure, war, hostilities, riots, pandemic or epidemic, fire, explosions, accidents, flood, sabotage, strike, failure of production facilities or machinery, lack of required fuel, electricity, raw materials, packaging or transport facilities, delay in delivery or any other breach of contract by our suppliers, as well as economic sanctions or trade restrictions or legal or regulatory orders.

12. Termination

12.1 We shall be entitled to terminate the Contract or any part thereof without effect on any claims already accrued, (i) without undue delay as soon as you are in default of payments due or in the event of the opening of insolvency proceedings in respect of your assets; (ii) in the event of a breach of a contractual obligation, once you have not cured the breach within 30 days of our notification of the breach.

12.2 The termination of the contract shall not affect claims that have already arisen.

13. Export

13.1 The Goods may be subject to export controls and regulations of the EU, country of manufacture or country of dispatch, and such export may require a valid export license. Buyer's acceptance of Buyer's order and Seller's delivery of the Goods are subject to Buyer's compliance with applicable export controls and regulations. The Seller is not obliged to sell or deliver goods until all necessary export licenses have been issued and there are no other obstacles due to applicable export regulations. Goods sold to buyers may only be exported or re-exported if such export or re-export fully complies with the applicable export regulations.

13.2. The Seller reserves the right to request an end-user declaration from the Buyer stating the final destination of the goods and their benefit in order to comply with export laws.

To be able to comply with specifications. Likewise, by accepting these General Terms and Conditions of Delivery and Business, the Buyer confirms that he will not directly or indirectly pass on the goods provided to sanctioned persons or that he will generally violate the laws on compliance with export controls.

14. No re-export to Russia

14.1 The Client shall not sell, export or re-export, directly or indirectly, any goods delivered under this Agreement to the Russian Federation or make them available for use in the Russian Federation as defined in Article 12g of Council Regulation (EU) No 833/2014.

14.2 The Client must ensure that the prohibitions in paragraph 14.1 are not circumvented by third parties in the retail chain, including possible resellers.

14.3 The Client shall establish and maintain effective monitoring mechanisms to detect and prevent actions by third parties that would be contrary to paragraphs 14.1 or 14.2. This includes maintaining detailed records and documentation of compliance efforts, which must be retained for at least 10 years after the termination of this contract.

14.4 The Client shall promptly notify us of any difficulties in the application of paragraphs 14.1, 14.2 or 14.3, including any relevant third-party activities that may undermine the objectives of paragraphs 14.1 or 14.2.

14.5 The Client shall provide us with the necessary information and documentation to demonstrate its compliance with the obligations set out in this clause within two weeks of the request.

14.6 We may audit the Client's business and production facilities at any time to verify compliance with the obligations set out in this clause 14. Inspections shall be carried out with reasonable advance notice and during the Client's normal business hours. As part of this, we are required to protect any confidential information or trade secrets found during such checks.

14.7 Any breach of paragraphs 14.1 to 14.5 shall constitute a material breach of this Agreement and we may seek appropriate remedies, including, but not limited to:

- (i) termination without notice of the underlying contract; and
- (ii) liquidated damages equal to 100% of the total value of this Agreement or the price of the exported goods, whichever is greater, unless the Client is not responsible for the breach.

15. General

15.1 These General Terms and Conditions of Delivery and Business are the final settlement between you and supersede all previous agreements, understandings, or arrangements, whether oral or written.

15.2 Any amendment or amendment to the Contract, including this clause

15.2, must be in writing and signed by us.

15.3 To the extent that any provision of the Contract is found by a court of competent jurisdiction to be illegal, invalid, unenforceable or immoral, in whole or in part, this shall not affect the remaining provisions of the Contract to the extent that they are severable, in which case these remaining provisions shall remain unaffected.

15.4 If we do not enforce any provision of the Contract or do so late, this shall not be deemed to be a waiver of our rights under the Contract.

15.5 You are not entitled to transfer any rights or obligations under the Contract to any third party without our written consent. Third parties have no right to enforce the provisions of the contract.

15.6 You must comply with all applicable laws, regulations and standards, including those relating to export controls.

16. Law and Jurisdiction

16.1 The contract shall be governed exclusively by German law to the exclusion of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 To the extent that you have your registered office or registered office in a member state of the European Union, Iceland, Switzerland or Norway, the exclusive place of jurisdiction for any dispute or action arising out of or in connection with the contract ("Disputes") shall be in Bonn, Germany.

If this is not the case, all disputes shall be finally decided by an arbitral tribunal in Cologne under the rules of the German Institute of Arbitration (DIS) by one or more arbitrators appointed in accordance with these regulations without the involvement of the ordinary courts. The language of the arbitration proceedings is German.

